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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MARTINO RIVAPLATA and
CPM CONSULTING LLC

Plaintiffs,

v.

CAPSUGEL US, LLC,

Defendant.

Civil Action No.: 19-cv-16579 (JMV)

**CERTIFICATION OF
JAMES W. BOYAN III**

JAMES W. BOYAN III, of full age, hereby certifies as follows:

1. I am an attorney at law of the State of New Jersey and a partner at Pashman Stein Walder Hayden, attorneys for Plaintiffs Martino Rivaplata and CPM Consulting LLC in this matter. I am fully familiar with the facts set forth herein.

2. Attached as Exhibit A is a true and correct copy of the transcript from the May 14, 2019 deposition of Martino Rivaplata.

3. Attached as Exhibit B is a true and correct copy of the transcript from the June 13, 2019 deposition of Muralidhar Nuggehalli.

4. Attached hereto as Exhibit C is a true and correct copy of document produced by Capsugel in discovery (Bates stamped Capsugel 000900-000911) titled Robert Half Subcontractor Services Agreement.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

PASHMAN STEIN WALDER HAYDEN
Attorneys for Plaintiffs
Martino Rivaplata and CPM Consulting LLC

Dated: February 18, 2020

/s/ James W. Boyan III
JAMES W. BOYAN III

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EXHIBIT A

MARTINO RIVAPLATA

5/14/2019

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

CPM CONSULTING, LLC and)	
MARTINO RIVAPLATA,)	
)	
Plaintiffs,)	
)	
VS.)	CIVIL ACTION NO.
)	3:17-cv-03059-S
)	
CAPSUGEL US, LLC,)	
)	
)	
Defendant.)	

ORAL DEPOSITION OF
MARTINO RIVAPLATA
TUESDAY, MAY 14, 2019
9:58 A.M.- 12:14 P.M.

ORAL DEPOSITION of MARTINO RIVAPLATA, produced as a witness at the instance of Plaintiff, and duly sworn, was taken in the above-styled and -numbered cause on the 14th day of May, 2019, from 9:58 a.m. until 12:48 p.m., before Terri Etekoachay, Certified Shorthand Reporter and Notary Public in and for the State of Texas, reported by machine shorthand at Clark Firm PLLC, 5445 La Sierra Dr., #415, Dallas, Texas 75231, pursuant to Rules 26 and 30, Federal Rules of Civil Procedure, and the provisions stated on the record or attached hereto, if any.

Signature reserved.

MARTINO RIVAPLATA**5/14/2019**

<div>Page 2</div> <div> <p>1 APPEARANCES:</p> <p>2</p> <p>3 TALLEY PARKER ATTORNEY FOR DEFENDANT</p> <p>4 Texas State Bar No. 24065872 Capsugel US, LLC</p> <p>5 Jackson Lewis P.C.</p> <p>6 500 North Akard</p> <p>7 Suite 2500</p> <p>8 Dallas, Texas 75201</p> <p>9 Telephone: (214) 520-2400</p> <p>10</p> <p>11 STEVEN CLARK ATTORNEY FOR PLAINTIFFS</p> <p>12 Texas State Bar No. 04294800 Martino Rivaplata & CPM</p> <p>13 Clark Firm PLLC</p> <p>14 5445 La Sierra Drive, Suite 415</p> <p>15 Dallas, Texas 75231</p> <p>16 Telephone: (214) 890-4066</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div>	<div>Page 4</div> <div> <p>1 PROCEEDINGS</p> <p>2 TUESDAY, MAY 14, 2019, 9:58 A.M.</p> <p>3 MARTINO RIVAPLATA,</p> <p>4 having been duly cautioned and administered the oath,</p> <p>5 testified as follows:</p> <p>6 EXAMINATION</p> <p>7 Q. (By Mr. Parker) : Please state your name.</p> <p>8 A. Martino Rivaplata.</p> <p>9 Q. What is your current address?</p> <p>10 A. 7410 Hundley Boulevard, Dallas, Texas, 75231.</p> <p>11 Q. Does anyone else live with you at that</p> <p>12 address?</p> <p>13 A. My mom and her caregiver, Araceli.</p> <p>14 Q. Anyone else?</p> <p>15 A. No.</p> <p>16 Q. Do you own that residence?</p> <p>17 A. My mom does.</p> <p>18 Q. Do you consider that address to be your</p> <p>19 full-time residence?</p> <p>20 A. Yes.</p> <p>21 Q. How long have you lived there?</p> <p>22 A. Twenty years. 1980 -- no. Yeah, 20 years.</p> <p>23 Q. Do you personally own any real estate?</p> <p>24 A. No.</p> <p>25 Q. Are you married, sir?</p> </div>
<div>Page 3</div> <div> <p>1 INDEX</p> <p>2</p> <p>3 WITNESS: MARTINO RIVAPLATA</p> <p>4</p> <p>5 Examination by Mr. Parker..... 4</p> <p>6 Changes and Signature..... 90</p> <p>7 Court Reporter's Certificate..... 92</p> <p>8</p> <p>9 EXHIBITS</p> <p>10 Exhibit 1..... 13</p> <p>11 Exhibit 2..... 14</p> <p>12 Exhibit 3..... 16</p> <p>13 Exhibit 4..... 18</p> <p>14 Exhibit 5..... 43</p> <p>15 Exhibit 6..... 45</p> <p>16 Exhibit 7..... 48</p> <p>17 Exhibit 8..... 50</p> <p>18 Exhibit 9..... 52</p> <p>19 Exhibit 10..... 67</p> <p>20 Exhibit 11..... 70</p> <p>21 Exhibit 12..... 76</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div>	<div>Page 5</div> <div> <p>1 A. No.</p> <p>2 Q. Have you ever been married?</p> <p>3 A. No.</p> <p>4 Q. Do you have any children?</p> <p>5 A. No.</p> <p>6 Q. No?</p> <p>7 A. (Shakes head.)</p> <p>8 Q. Are you currently employed, sir?</p> <p>9 A. I am.</p> <p>10 Q. Where are you working now?</p> <p>11 A. I'm working in Colorado.</p> <p>12 Q. Are you working as a contractor or as an</p> <p>13 employee?</p> <p>14 A. Contractor.</p> <p>15 Q. And who is the company you are providing</p> <p>16 services to as a contractor?</p> <p>17 A. Newmont.</p> <p>18 Q. Can you spell that please?</p> <p>19 A. Newmont, N-E-W -- new, like Newmont Energy.</p> <p>20 Newmont Energy. That's the client.</p> <p>21 Q. Where in Colorado are they located?</p> <p>22 A. They are in Greenwood Village in the Denver</p> <p>23 Technical Center.</p> <p>24 Q. Do you perform services for them remotely or</p> <p>25 are you physically present in Colorado?</p> </div>

2 (Pages 2 to 5)

MARTINO RIVAPLATA**5/14/2019**

Page 6	Page 8
<p>1 A. On-site person.</p> <p>2 Q. When did you begin performing services for</p> <p>3 Newmont?</p> <p>4 A. May 1st.</p> <p>5 Q. Of 2019?</p> <p>6 A. This year, yes. May 1st.</p> <p>7 Q. Are you performing those services as a</p> <p>8 contractor through your company CPM Consulting?</p> <p>9 A. Yes. Yes.</p> <p>10 Q. Do you have an agreement directly with Newmont</p> <p>11 Energy to provide services or are you going through a</p> <p>12 staffing agency?</p> <p>13 A. Yeah, a staffing agency. The staffing agency</p> <p>14 name Kaygen, K-A-Y-G-E-N. That's what I'm going through</p> <p>15 with, yeah.</p> <p>16 Q. Approximately how many hours a week will you</p> <p>17 be working for Newmont Energy as a contractor?</p> <p>18 A. Forty. Forty hours a week.</p> <p>19 Q. What is your hourly rate?</p> <p>20 A. 135.</p> <p>21 Q. How long are you expecting to perform services</p> <p>22 for Newmont Energy?</p> <p>23 A. The contract is until December, so it's like</p> <p>24 eight months plus, but, you know, you never know.</p> <p>25 They're always longer.</p>	<p>1 Holding. New York Screens. New York Screens, yeah.</p> <p>2 It's a company that's in New York, upstate. Yeah.</p> <p>3 Q. And what kind of screens are you referring to?</p> <p>4 A. The screens for the computer, for the</p> <p>5 monitors, for the iPhones.</p> <p>6 Q. And when did you perform services for that</p> <p>7 company?</p> <p>8 A. Like for six months before I join Newmont. So</p> <p>9 it was like until -- probably from like six months prior</p> <p>10 to April.</p> <p>11 Q. So from approximately October of 2018 to April</p> <p>12 of 2019?</p> <p>13 A. Actually, earlier than that. Probably July.</p> <p>14 July. It's was kind of a long project. The name of it</p> <p>15 is Corning, C-O-R-N-I-N-G, Corning. They are located in</p> <p>16 Corning, New York. And, yeah, that's what -- they do</p> <p>17 screens for Apple. And HP's one of the clients.</p> <p>18 Q. Just so the record is clear, you started</p> <p>19 performing services as a contractor for Corning in or</p> <p>20 about July of 2018?</p> <p>21 A. Yes. Yes. Correct, July/August.</p> <p>22 Q. Then you stopped performing services for</p> <p>23 Corning in or about April of 2019?</p> <p>24 A. Yes. Yes. That sounds about right, yeah.</p> <p>25 Q. Was there anytime between when your engagement</p>
Page 7	Page 9
<p>1 Q. December of 2019?</p> <p>2 A. Yes. But it's a plus, so it's like eight</p> <p>3 months plus.</p> <p>4 Q. Do you have an apartment in Colorado?</p> <p>5 A. Yes, I do. I'm renting an apartment there,</p> <p>6 yes.</p> <p>7 Q. What type of services are you providing as a</p> <p>8 contractor to Newmont Energy?</p> <p>9 A. I am an SAP BPC senior solution architect.</p> <p>10 That is the name of the role that I'm having for that</p> <p>11 company. They recently merge with another company</p> <p>12 called -- the name of the company is Goldcorp. It's a</p> <p>13 merger, so there's a little work there so that's why</p> <p>14 they hired me for eight plus months, and SAP BPC</p> <p>15 architect is my role.</p> <p>16 Q. Where did you work prior to going to work for</p> <p>17 Newmont Energy in May of this year?</p> <p>18 A. I worked for a company called -- it's in New</p> <p>19 York. It's a company that does screens in New York.</p> <p>20 It's not New York City. It's in New York up -- uptown.</p> <p>21 Q. Uptown or upstate?</p> <p>22 A. Upstate.</p> <p>23 Q. What was the name of that company?</p> <p>24 A. It's the company that does screens. It's</p> <p>25 called New York -- it's -- hold on a second. New York</p>	<p>1 with Corning ended and your engagement with Newmont</p> <p>2 began when you weren't working at all?</p> <p>3 A. Probably a few weeks until I find a new</p> <p>4 project. A few weeks.</p> <p>5 Q. Do you recall what your hourly rate was at</p> <p>6 Corning?</p> <p>7 A. 135.</p> <p>8 Q. And how many hours a week did you work there?</p> <p>9 A. Same. Forty hours average, yeah.</p> <p>10 Q. And were you providing services to Corning</p> <p>11 through your company CPM Consulting?</p> <p>12 A. Yeah. That is correct.</p> <p>13 Q. And were you engaged through a staffing</p> <p>14 agency?</p> <p>15 A. Yes. Yes.</p> <p>16 Q. Do you recall which agency?</p> <p>17 A. It's called Next Ventures out of London, UK.</p> <p>18 Q. Where did you work prior to going to perform</p> <p>19 services for Corning in or about July of 2018?</p> <p>20 A. I went to work for a company called Cardone</p> <p>21 Industries in Philadelphia.</p> <p>22 Q. Before we move onto that, when you were</p> <p>23 performing services for Corning, were you performing</p> <p>24 those remotely or on site in New York?</p> <p>25 A. I was mostly remotely, but when they asked me</p>

3 (Pages 6 to 9)

MARTINO RIVAPLATA**5/14/2019**

Page 10	Page 12
<p>1 to go there for a week or two, I went. So I was mostly</p> <p>2 remotely, but I did on-site visits.</p> <p>3 Q. And when you worked remotely, were you working</p> <p>4 from the address you gave us earlier in Dallas?</p> <p>5 A. Yes, sir. 7410 Hundley Boulevard.</p> <p>6 Q. When did you perform services for Cardone</p> <p>7 Industries in Pennsylvania?</p> <p>8 A. That was like three months prior to Corning.</p> <p>9 So it was probably February, March, April, May, June,</p> <p>10 and then they overlap. That was on-site. I went there</p> <p>11 to Philadelphia. I moved there.</p> <p>12 Q. You had an apartment there?</p> <p>13 A. Well, they gave me a hotel. It was a hotel</p> <p>14 mostly, yeah.</p> <p>15 Q. Do you recall what your hourly rate was there?</p> <p>16 A. 135.</p> <p>17 Q. Do you recall how many hours a week you worked</p> <p>18 there?</p> <p>19 A. Forty hours plus. Average 40 hours.</p> <p>20 Q. Were you engaged through a staffing firm?</p> <p>21 A. Yes.</p> <p>22 Q. Do you recall the name of the firm?</p> <p>23 A. The name of the firm, if I recall correctly,</p> <p>24 was Stream IT Technologies. Stream IT.</p> <p>25 Q. What's your best recollection as to the time</p>	<p>1 me was because I knew both skills. The BPC is one</p> <p>2 product, and the SAP HANA is another product. It's kind</p> <p>3 of hard to have those skills.</p> <p>4 So, they hired me to implement that for</p> <p>5 the company, so SAP, PCN and SAP.</p> <p>6 Q. And did you work anywhere prior -- where did</p> <p>7 you work prior to performing services for Cardone?</p> <p>8 A. Prior to Cardone, I don't -- I really don't</p> <p>9 recall.</p> <p>10 Q. Was it for my client, Capsugel?</p> <p>11 A. Probably, yeah.</p> <p>12 Q. Do you believe you performed any services</p> <p>13 between the end of your engagement with Cardone and</p> <p>14 Capsugel?</p> <p>15 A. No. I was out almost a year. A year, yeah.</p> <p>16 Q. Did you receive any income during those</p> <p>17 periods of time that you weren't providing services as a</p> <p>18 contractor?</p> <p>19 A. No. No.</p> <p>20 Q. No?</p> <p>21 MR. CLARK: You want to kind of let him</p> <p>22 finish the question before answering just so the court</p> <p>23 reporter can get everything down.</p> <p>24 Q. (By Mr. Parker) : Did you apply for</p> <p>25 unemployment benefits between the time period when your</p>
Page 11	Page 13
<p>1 period that you provided services to Cardone Industries?</p> <p>2 A. Oh, man, I think it was early in the year, so</p> <p>3 probably February/March, all the way through</p> <p>4 July/August.</p> <p>5 Q. And that's 2018?</p> <p>6 A. Yes. Yes. Correct. Even more I think. It</p> <p>7 was through September maybe; February, March, April,</p> <p>8 May, June, July. Yeah, from March/April to</p> <p>9 September/October timeframe.</p> <p>10 Q. Of 2018, correct?</p> <p>11 A. Yes, sir. Yes.</p> <p>12 Q. What were you doing as a contractor for</p> <p>13 Cardone Industries?</p> <p>14 A. In Cardone Industries I went to redesign the</p> <p>15 consolidation system, re- -- redevelop the SAP</p> <p>16 consolidation engine, and did a lot of contact with --</p> <p>17 Q. What was the word you said there, redesign</p> <p>18 something?</p> <p>19 A. Redesign the consolidation engine.</p> <p>20 Q. Consolidation engine?</p> <p>21 A. Yeah.</p> <p>22 Q. And what were you doing when you were working</p> <p>23 as a contractor for Corning?</p> <p>24 A. In Corning we implement a new product called</p> <p>25 SAP BPC optimize for S/4HANA, and the reason they hired</p>	<p>1 engagement with Capsugel ended and your engagement with</p> <p>2 Cardone Industries began?</p> <p>3 A. No.</p> <p>4 Q. CPM Consulting is an L.L.C. of which you are</p> <p>5 the sole member, correct?</p> <p>6 A. Yes.</p> <p>7 (Exhibit No. 1 marked.)</p> <p>8 Q. (By Mr. Parker) : I'm handing you what I've</p> <p>9 marked as Exhibit 1, sir. Exhibit 1 reflects that CPM</p> <p>10 Consulting, L.L.C., is a Florida Limited Liability</p> <p>11 Company, correct?</p> <p>12 A. Yes.</p> <p>13 Q. And the document reflects that you filed these</p> <p>14 Articles of Incorporation with the Florida Secretary of</p> <p>15 State on November 14th, 2006, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And then the second page of the document</p> <p>18 reflects correctly that you are the managing member or</p> <p>19 manager of the entity, correct?</p> <p>20 A. Yes.</p> <p>21 Q. Is CPM currently still a Florida Limited</p> <p>22 Liability Company?</p> <p>23 A. Yes.</p> <p>24 Q. You've never organized it under the laws in</p> <p>25 the State of Texas, correct?</p>

4 (Pages 10 to 13)

MARTINO RIVAPLATA**5/14/2019**

Page 14	Page 16
<p>1 A. No.</p> <p>2 Q. Now, you at some point changed the name of CPM</p> <p>3 Consulting, correct?</p> <p>4 A. I did, yes.</p> <p>5 (Exhibit No. 2 marked.)</p> <p>6 Q. (By Mr. Parker) : The document I'm handing to</p> <p>7 you is Exhibit 2. This is paperwork that you filed with</p> <p>8 the Florida Secretary of State regarding the name</p> <p>9 change, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And this paperwork on each page has a file</p> <p>12 stamp which shows that the papers were filed with the</p> <p>13 Florida Secretary of State on July 29 of 2016, correct?</p> <p>14 A. Yeah.</p> <p>15 Q. Is that yes?</p> <p>16 A. Yes.</p> <p>17 Q. And it looks like the new name for CPM</p> <p>18 Consulting, L.L.C., is EPM Consulting, L.L.C., correct?</p> <p>19 A. Yes.</p> <p>20 Q. Is that the current name of your entity?</p> <p>21 A. Yes.</p> <p>22 Q. Is EPM Consulting the name of the entity</p> <p>23 through which you now perform services as a contractor?</p> <p>24 A. Yes.</p> <p>25 Q. What was the reason why, after ten years, in</p>	<p>1 (Exhibit No. 3 marked.)</p> <p>2 Q. (By Mr. Parker) : Exhibit 3 is a copy of the</p> <p>3 Articles of Organization for Maggie Property Developers</p> <p>4 that was filed on August 8th of 2017 with the Florida</p> <p>5 Secretary of State, correct?</p> <p>6 A. Yeah.</p> <p>7 Q. And this document on the second page reflects</p> <p>8 that you and your mother, Margarita, are the persons</p> <p>9 authorized to manage the entity, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And the address listed there for both you and</p> <p>12 your mother is the address that you said that your</p> <p>13 mother lives at and that you reside at too, correct?</p> <p>14 A. Yes.</p> <p>15 Q. I guess that's a typo. It should say Dallas,</p> <p>16 Texas, rather than Dallas, Florida, correct?</p> <p>17 A. It's a typo.</p> <p>18 Q. Have you received any income personally from</p> <p>19 Maggie Property Developers?</p> <p>20 A. No.</p> <p>21 Q. Is that a no?</p> <p>22 A. No -- yeah, no.</p> <p>23 Q. Do you know if your mother has received any</p> <p>24 income from that entity?</p> <p>25 A. No.</p>
Page 15	Page 17
<p>1 2016 you changed your entity's name from CPM Consulting</p> <p>2 to EPM Consulting?</p> <p>3 A. It was just to reflect better the type of</p> <p>4 software I implement. The first is for corporate</p> <p>5 performance managment. The second one is for enterprise</p> <p>6 performance management, and there's a difference</p> <p>7 technically about the software, how you install and</p> <p>8 implement it. So CPM is different than EPM, so since I</p> <p>9 started doing more HANA on top of BPC, it just made</p> <p>10 sense for me that my company reflect clearly what I do</p> <p>11 which is EPM. That's the only reason.</p> <p>12 Q. This last document, Exhibit 2, is signed and</p> <p>13 dated by you on January 26th, 2016, correct?</p> <p>14 A. Yes. Yes.</p> <p>15 Q. And have you made any subsequent changes to</p> <p>16 the name of your entity?</p> <p>17 A. No. Stay EPM. No.</p> <p>18 Q. What is Maggie Property Developers, L.L.C.?</p> <p>19 A. It's my mom's company. She's trying to get</p> <p>20 into real estate, buying and sell homes, and, you know,</p> <p>21 like she's trying to do remodeling stuff.</p> <p>22 Q. Approximately how old is your mom?</p> <p>23 A. My mom's 80 years old.</p> <p>24 Q. Is her name Margarita?</p> <p>25 A. Yeah.</p>	<p>1 Q. You don't know or she hasn't?</p> <p>2 A. No, she hasn't. Zero.</p> <p>3 Q. In 2017 you performed services for</p> <p>4 approximately three months for Capsugel in New Jersey,</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 Q. Did you say yes?</p> <p>8 A. Yeah, it was supposed to be six months plus,</p> <p>9 but it was only two months and-a-half or three.</p> <p>10 Q. And during the time period when you performed</p> <p>11 services for Capsugel, you performed them on site for</p> <p>12 Morristown, New Jersey, right?</p> <p>13 A. Yes.</p> <p>14 Q. And throughout the time period that you</p> <p>15 performed services for Capsugel in Morristown, New</p> <p>16 Jersey, you were supervised by Muralidhar Nuggehalli,</p> <p>17 correct?</p> <p>18 A. Yes.</p> <p>19 Q. Were you supervised by anyone else while you</p> <p>20 performed services for Capsugel?</p> <p>21 A. No. It was the mainly only one him.</p> <p>22 Q. How did you come to enter an arrangement the</p> <p>23 document that I'll mark as Exhibit 4, which is a</p> <p>24 subcontractor services agreement between Robert Half</p> <p>25 Technology and your entity, CPM Consulting?</p>

5 (Pages 14 to 17)

MARTINO RIVAPLATA**5/14/2019**

Page 18	Page 20
<p>1 (Exhibit No. 4 marked.)</p> <p>2 A. Your question is how?</p> <p>3 Q. Yeah.</p> <p>4 A. Okay. During that time, you know, I was</p> <p>5 looking for new projects, and I entertained several</p> <p>6 projects at that time. It was three or four projects or</p> <p>7 five maybe, and in those pool of five projects, this</p> <p>8 company came to talk to me with Barry Cormier, and he</p> <p>9 explained to me the details of the project. Technically</p> <p>10 I really liked the definition of the project, especially</p> <p>11 because they were using HANA and BPC. The other</p> <p>12 projects were only using BPC. The last of the</p> <p>13 projects -- all my entertaining projects were six months</p> <p>14 plus. There was one that was one year right off the</p> <p>15 bat. So they was all like six months plus, one year.</p> <p>16 So this guy Barry Cormier called me on</p> <p>17 the phone, explained me the specifications of the</p> <p>18 project, and I sent him my resume to him. And that was</p> <p>19 very quickly, this guy quickly set up an interview with</p> <p>20 this gentleman Nuggehalli the next day, and that's when</p> <p>21 I came about to see about this project just, you know,</p> <p>22 recruiters call me every day, send me e-mails every day.</p> <p>23 That's how he reached to me. He knows my name, knows --</p> <p>24 okay. I've been doing this for 20 years. I guess he</p> <p>25 knows me already. I'm in his database.</p>	<p>1 your supervisor at Capsugel, Nuggehalli?</p> <p>2 A. Yes. This is probably just about a day. I</p> <p>3 don't recall the timing after my call, but it was very</p> <p>4 quickly like within one day or two I was on the</p> <p>5 interview, which is kind of cool for me.</p> <p>6 Q. And the interview was done over the phone?</p> <p>7 A. The interview was done over the phone.</p> <p>8 Q. Did you ever travel to Capsugel's location in</p> <p>9 Morristown prior to you being engaged --</p> <p>10 A. No.</p> <p>11 Q. -- to provide services?</p> <p>12 A. No.</p> <p>13 Q. When Mr. Cormier reached out to you, you said</p> <p>14 he provided you with a project definition, correct?</p> <p>15 A. Yes, he gave me -- typically the recruiters</p> <p>16 don't have specific details. They usually give you</p> <p>17 360-degrees ballpark picture of the project, yeah.</p> <p>18 Q. And during that call how did he define the</p> <p>19 project to you?</p> <p>20 A. Mr. Cormier?</p> <p>21 Q. Yes.</p> <p>22 A. He said to me that there was a merger between</p> <p>23 two big firms and companies, and they need people, and</p> <p>24 your resume looks great. They need help. And he told</p> <p>25 me the names of the companies. He said this company,</p>
Page 19	Page 21
<p>1 Q. In your answer you said this company. I just</p> <p>2 want to confirm you were referring to Robert Half?</p> <p>3 A. He and Barry Cormier called me about this</p> <p>4 project.</p> <p>5 Q. So I want to make sure I understand. Are you</p> <p>6 saying that Robert Half reached out to you about working</p> <p>7 for CPM or you sent him your resume initially?</p> <p>8 A. He called me.</p> <p>9 Q. Okay. And the gentleman who you're saying</p> <p>10 called you from Robert Half, his name is Barry Cormier,</p> <p>11 C-O-R-M-I-E-R?</p> <p>12 A. Yes.</p> <p>13 Q. And he worked for Robert Half Technology,</p> <p>14 correct?</p> <p>15 A. Yes.</p> <p>16 Q. So the sequence here is Mr. Cormier called you</p> <p>17 out of the blue, correct?</p> <p>18 A. Like everybody else. Everybody call me out of</p> <p>19 the blue, yeah.</p> <p>20 Q. Right. In response to him calling you, you</p> <p>21 sent him your resume, correct?</p> <p>22 A. He sent me an e-mail and said attach me your</p> <p>23 resume to my e-mail, and then I will get back to you.</p> <p>24 Q. And then after you sent him your resume, the</p> <p>25 following day you had an interview with who would become</p>	<p>1 Lonza and Capsugel, they're merging, and they need</p> <p>2 people, and your resume is great. You do HANA and on</p> <p>3 top of HANA you do BPC, and I think you're going to be</p> <p>4 great.</p> <p>5 In an e-mail I sent him my resume, and</p> <p>6 then seems like he obviously send my resume to</p> <p>7 Capsugel -- I'm assuming that -- and that's why he said</p> <p>8 to me they want an interview with you.</p> <p>9 Q. Okay. Now, you've referenced HANA and BPC a</p> <p>10 couple times. Can you, in your most simplest terms,</p> <p>11 explain to someone like me, who doesn't work in this</p> <p>12 industry, what HANA means and BPC means?</p> <p>13 A. Yeah. HANA is the database. It's like Oracle</p> <p>14 or Simple Serve. HANA is just the database as the</p> <p>15 repository of raw data, as the repository of all your</p> <p>16 transactions. Like when you bill your services for</p> <p>17 professional services, that bill you bill to your client</p> <p>18 goes to that database; expenses, legal fees, et cetera,</p> <p>19 whatever. That goes to HANA database. That's HANA.</p> <p>20 BPC is a front-end tool on top of HANA,</p> <p>21 but what it does is aggregates all that raw data,</p> <p>22 aggregates them up and putting them into another</p> <p>23 database type queue which is going to aggregate that raw</p> <p>24 data that's in HANA that is very easy to understand and</p> <p>25 analyze by high level officers like CFO, CEO, financial</p>

6 (Pages 18 to 21)

MARTINO RIVAPLATA**5/14/2019**

Page 22	Page 24
<p>1 analysts. And what they do with that cue from HANA,</p> <p>2 BPC, what BPC does is it provides planning applications,</p> <p>3 consolidation applications and reporting applications.</p> <p>4 That's the difference. One is the front-end. One is</p> <p>5 the back-end. HANA is the back-end, and BPC is the</p> <p>6 front-end.</p> <p>7 Q. Is HANA a brand?</p> <p>8 A. Yes. It's SAP HANA.</p> <p>9 Q. So is HANA a product put out by SAP?</p> <p>10 A. Yes.</p> <p>11 Q. But BPC is not a product?</p> <p>12 A. It's a product too, another product by SAP.</p> <p>13 There are two products. SAP BPC is one product; SAP HANA</p> <p>14 is another product. So two completely different</p> <p>15 products that there's a lot of skills that, you know,</p> <p>16 people hired only for HANA, only for BPC.</p> <p>17 Q. And you were able to have the skills for both?</p> <p>18 A. Both, yes.</p> <p>19 Q. Now, did Lonza or Capsugel that were going to</p> <p>20 be merging together, do you know if they already used</p> <p>21 those two products?</p> <p>22 A. Yes.</p> <p>23 Q. Did both use them or only one?</p> <p>24 A. Both.</p> <p>25 Q. So they both had their own separate HANA and</p>	<p>1 a lot of long names. Every time they would send me an</p> <p>2 e-mail, the from e-mail was like 30 people there, you</p> <p>3 know, that are from India. Indian names. I don't</p> <p>4 remember all those names. They're all Indian guys.</p> <p>5 Q. The only person --</p> <p>6 A. Nuggehalli, Yokesh, and there's two more or</p> <p>7 three more that I don't recall their names, but they're</p> <p>8 all -- I would say Prakash maybe or Sumadi (ph). I</p> <p>9 don't recall very well their other name, but there were</p> <p>10 other people that I was interacting with.</p> <p>11 Q. And during the time that you performed</p> <p>12 services for Capsugel, you worked 40 hours a week,</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 Q. You've seen Exhibit 4 before, haven't you?</p> <p>16 A. Yes. Yeah. This is the contract that I</p> <p>17 signed with Barry Cormier. With Robert Half, yeah.</p> <p>18 Q. Did someone at Robert Half prepare Exhibit 4?</p> <p>19 A. Yeah, this is Robert Half. This is all Robert</p> <p>20 Half. I didn't write anything here. This is all Robert</p> <p>21 Half stuff.</p> <p>22 Q. Did you make any changes to the document</p> <p>23 that's marked as Exhibit 4 before it was finalized?</p> <p>24 A. No.</p> <p>25 Q. So the document that was signed by you is as</p>
Page 23	Page 25
<p>1 BPC and were looking to merge?</p> <p>2 A. That is correct.</p> <p>3 Q. And that's why you were brought on?</p> <p>4 A. That is correct.</p> <p>5 Q. To your knowledge were there any other</p> <p>6 contractors like you who were brought on to perform the</p> <p>7 same duties that you were at the same time?</p> <p>8 A. No.</p> <p>9 Q. Did you have an office at the Morristown</p> <p>10 location?</p> <p>11 A. Yes. Where I went to work, yeah, that's --</p> <p>12 yes, that's the address that's in there.</p> <p>13 Q. Right. But did you personally have an office?</p> <p>14 A. Me? No, no, no, no, no.</p> <p>15 Q. Were you in a cubicle?</p> <p>16 A. Oh, a cubicle, yes. Yes. Like this office,</p> <p>17 but kind of very small like a quarter of this.</p> <p>18 Q. And if you can remember, who would have been</p> <p>19 the individuals that you would have interacted with on a</p> <p>20 day-to-day basis during your time performing services</p> <p>21 for Capsugel?</p> <p>22 A. Well, Nuggehalli is one. From there there was</p> <p>23 another gentleman called Yokesh, and then there was --</p> <p>24 gosh, there was a lot of people, but they're all from</p> <p>25 India. Sorry, I don't remember those names. They have</p>	<p>1 it was presented to you by Robert Half?</p> <p>2 A. Yes. This is it.</p> <p>3 Q. In Exhibit 4 it consists of a subcontractor</p> <p>4 services agreement between Robert Half and your company,</p> <p>5 CPM. It also consists of Exhibit A to that</p> <p>6 subcontractor services agreement which is titled as a</p> <p>7 work schedule, and then it also consists of Exhibit B to</p> <p>8 the subcontractor services agreement which is called a</p> <p>9 personnel agreement, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And you personally were not a party to the</p> <p>12 subcontractor services agreement, correct?</p> <p>13 A. I am. I am party of this.</p> <p>14 Q. Where in the subcontractor services agreement</p> <p>15 that I've marked as Exhibit 4 does it note that you are</p> <p>16 a party to that contract?</p> <p>17 A. It's right there, Martino Rivaplata.</p> <p>18 Personnel name, Martino.</p> <p>19 Q. If you look at the page before what you're</p> <p>20 looking at, and you're looking at Exhibit A, the</p> <p>21 agreement reflects it is signed by two individuals,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. And it reflects it's signed by you, correct?</p> <p>25 A. Yeah.</p>

7 (Pages 22 to 25)

MARTINO RIVAPLATA**5/14/2019**

Page 26	Page 28
<p>1 Q. And it reflects it is signed by someone named</p> <p>2 Amy Phetkanya?</p> <p>3 A. Yes.</p> <p>4 Q. And Ms. Phetkanya, it notes above her</p> <p>5 signature she was signing on behalf of Robert Half</p> <p>6 Nevada Staff, Inc., through its division Robert Half</p> <p>7 Technology, correct?</p> <p>8 A. Yeah.</p> <p>9 Q. And then above your signature it notes that</p> <p>10 you were signing on behalf of CPM Consulting, L.L.C.,</p> <p>11 correct?</p> <p>12 A. It says yes, CPM.</p> <p>13 Q. Then on the first page of the agreement it</p> <p>14 says that the agreement is entered into between CPM</p> <p>15 Consulting, and there's a typo "LCC", and Robert Half</p> <p>16 Nevada Staff, Inc., through its division Robert Half</p> <p>17 Technology, correct?</p> <p>18 A. Yes.</p> <p>19 Q. It doesn't say on the first page of the</p> <p>20 subcontractor services agreement that you personally are</p> <p>21 a party to the agreement, does it?</p> <p>22 A. Yes.</p> <p>23 Q. Where on the first page is your name, sir?</p> <p>24 A. No, it doesn't say my name.</p> <p>25 Q. Okay. Now, Exhibit A, the work schedule to</p>	<p>1 Q. The document notes that your expected start</p> <p>2 date was April 3 of 2017, correct?</p> <p>3 A. Yes.</p> <p>4 Q. As best as you can recall, was April 3, 2017,</p> <p>5 the date on which you actually started to perform</p> <p>6 services for Capsugel?</p> <p>7 A. I started that day.</p> <p>8 Q. Do you remember what day of the week that was?</p> <p>9 A. Monday. Had to be Monday.</p> <p>10 Q. And the document notes that the expected</p> <p>11 project length was six months, and then there's a plus</p> <p>12 sign, correct?</p> <p>13 A. Yes.</p> <p>14 Q. And it notes that your project manager would</p> <p>15 be the gentleman who we've referred to earlier,</p> <p>16 Muralidhar Nuggehalli, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And then it has a contact person for someone</p> <p>19 at Robert Half Technology, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And then it says travel arrangements, other</p> <p>22 expenses subject to client approval, and then says not</p> <p>23 applicable, correct?</p> <p>24 A. Yes.</p> <p>25 Q. And this Exhibit A, just like the</p>
Page 27	Page 29
<p>1 the subcontractor services agreement reflects again that</p> <p>2 the work schedule itself is entered into pursuant to the</p> <p>3 agreement between your company, CPM Consulting, L.L.C.,</p> <p>4 and Robert Half Nevada Staff, Inc., through its division</p> <p>5 Robert Half Technology, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And the work described on the work schedule is</p> <p>8 SAP HANA data modular, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And that's the work that you told us that you</p> <p>11 ultimately did perform along with the BPC work, correct?</p> <p>12 A. Yes.</p> <p>13 Q. And under this work schedule, you were going</p> <p>14 to be performing it for Capsugel in Morristown, New</p> <p>15 Jersey, right?</p> <p>16 A. Yes.</p> <p>17 Q. And the work schedule reflects that your</p> <p>18 hourly rate would be \$165 an hour, correct?</p> <p>19 A. Correct.</p> <p>20 Q. And was that indeed the rate at which you</p> <p>21 performed services under this contract for Capsugel?</p> <p>22 A. Yes. Yes.</p> <p>23 Q. Did that rate change at anytime when you</p> <p>24 performed services under the contract for Capsugel?</p> <p>25 A. No.</p>	<p>1 subcontractor services agreement that we looked at is</p> <p>2 signed by yourself, correct?</p> <p>3 A. Yes.</p> <p>4 Q. And you were signing here on behalf of a</p> <p>5 subcontractor which was your company, CPM Consulting,</p> <p>6 L.L.C., correct?</p> <p>7 A. Yes.</p> <p>8 Q. And then it's also signed by Amy Phetkanya who</p> <p>9 was signing on behalf of Robert Half Nevada Staff, Inc.,</p> <p>10 through its division Robert Half Technology, correct?</p> <p>11 A. Yes. Yes.</p> <p>12 Q. And then finally, sir, Exhibit B to the</p> <p>13 subcontractor services agreement that I've marked to</p> <p>14 your deposition as Exhibit 4 is an agreement between you</p> <p>15 personally and Robert Half Nevada Staff, Inc., through</p> <p>16 its division Robert Half Technology, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And you signed that document in your</p> <p>19 individual capacity. It's not dated, but on the last</p> <p>20 page, correct?</p> <p>21 A. What page is that? Eleven?</p> <p>22 Q. Yes, sir.</p> <p>23 A. Yes, that's my signature. Yes.</p> <p>24 Q. And then it looks like again Amy Phetkanya</p> <p>25 signed on behalf of Robert Half Nevada Staff, Inc.,</p>

8 (Pages 26 to 29)

MARTINO RIVAPLATA**5/14/2019**

<p style="text-align: right;">Page 30</p> <p>1 through its division Robert Half Technology, right?</p> <p>2 A. Yeah. Yes.</p> <p>3 Q. And this document, sir, on page two, and it's</p> <p>4 page two of the subcontractor services agreement, in</p> <p>5 paragraph 3B.</p> <p>6 A. B, okay.</p> <p>7 Q. 3B notes that the agreement or the work</p> <p>8 schedule could be terminated at any time by Robert Half</p> <p>9 Technology with or without cause for no reason or for</p> <p>10 any reason, correct?</p> <p>11 A. Yes, that's what it says.</p> <p>12 Q. Is it your testimony that in your initial</p> <p>13 conversations with Barry Cormier from Robert Half</p> <p>14 Technology that he told you that the Capsugel project</p> <p>15 was anticipated to last six months or more?</p> <p>16 A. Six months plus in IT jargon is easily a year.</p> <p>17 It's like six months -- it's only because that's the way</p> <p>18 it is. Six months plus can be a year easily. Eight,</p> <p>19 eleven, it's always six months plus. That's why they</p> <p>20 put the plus there.</p> <p>21 Q. And that's what Mr. Cormier told you?</p> <p>22 A. Yeah.</p> <p>23 Q. Did you speak with anyone else personally from</p> <p>24 Robert Half Technology before you entered into the</p> <p>25 subcontractor services agreement?</p>	<p style="text-align: right;">Page 32</p> <p>1 recall, do you think that Mr. Cormier first reached out</p> <p>2 to you and told you about this opportunity at Capsugel?</p> <p>3 A. Well, the best I recall, because this -- this</p> <p>4 project came through very quickly, fairly quickly. I</p> <p>5 would say two weeks tops. Two weeks. We only talked</p> <p>6 for maybe -- yeah, one week, maybe two weeks, ten days.</p> <p>7 Yeah, it was very quickly.</p> <p>8 Q. So you confirmed earlier after speaking with</p> <p>9 Mr. Cormier and sending him your resume, you then</p> <p>10 ultimately interviewed with who would be your</p> <p>11 supervisor, Nuggehalli, correct?</p> <p>12 A. Yes.</p> <p>13 Q. And you said you talked to him over the phone,</p> <p>14 correct?</p> <p>15 A. Yes.</p> <p>16 Q. Was anyone else, to your knowledge,</p> <p>17 participating in that interview?</p> <p>18 A. I don't -- I don't recall. I only -- he said</p> <p>19 he was expecting some other to be in the call, but I</p> <p>20 didn't hear any other voices, so I'm assuming it was him</p> <p>21 only. But it may be other people in the call, yeah. I</p> <p>22 don't recall exactly, but I only -- because I only speak</p> <p>23 him a long time. Almost an hour technical interview.</p> <p>24 Q. Do you recall if Mr. Cormier from Robert Half</p> <p>25 participated in that call?</p>
<p style="text-align: right;">Page 31</p> <p>1 A. No.</p> <p>2 Q. Was Barry Cormier the only person from Robert</p> <p>3 Half who you spoke -- strike that.</p> <p>4 Did you ever speak to Mr. Cormier during</p> <p>5 the time you started providing services for Capsugel?</p> <p>6 A. Like when I was already working there?</p> <p>7 Q. Yes.</p> <p>8 A. Yes.</p> <p>9 Q. Did you speak with anyone else from Robert</p> <p>10 Half once you started performing services for Capsugel?</p> <p>11 A. I only recall talking with Barry Cormier.</p> <p>12 Q. At Robert Half?</p> <p>13 A. At Robert Half, yeah.</p> <p>14 Q. Prior to performing services through Robert</p> <p>15 Half for Capsugel, had you ever previously provided</p> <p>16 services for this client through Robert Half?</p> <p>17 A. No. First time.</p> <p>18 Q. The subcontractor exhibits, and it's A and B</p> <p>19 in Exhibit 4, we can agree they reflect they were</p> <p>20 entered into April 3 of 2017?</p> <p>21 A. Yeah. Yes.</p> <p>22 Q. You said earlier that's when you started</p> <p>23 working as a contractor for Capsugel?</p> <p>24 A. Yes.</p> <p>25 Q. With that date in mind, when, as best you can</p>	<p style="text-align: right;">Page 33</p> <p>1 A. He might have been, yes. He might be. He</p> <p>2 didn't speak though, but, you know, you never know</p> <p>3 because this stuff, you can do three-way calls and don't</p> <p>4 say nothing. Yeah, I think he was aware, yeah.</p> <p>5 Q. But no one told you he was on the phone?</p> <p>6 A. No. No. I don't recall. Nuggehalli said</p> <p>7 there's going to be somebody else on the call, and we</p> <p>8 just start talking and then we just dropped that.</p> <p>9 Q. You said you talked a little over an hour?</p> <p>10 A. Close to an hour. Not over an hour. Close to</p> <p>11 an hour.</p> <p>12 Q. What do you remember, sitting here today over</p> <p>13 two years ago, what do you remember about that call?</p> <p>14 A. Well, what I recall perfectly was that they</p> <p>15 were in a hurry to add another consultant because they</p> <p>16 had this merger with Lonza. He had tons of work. I</p> <p>17 remember he said tons of work, and I like when people</p> <p>18 say tons of work. I remember that clearly.</p> <p>19 He said you have a wonderful resume. You</p> <p>20 have exactly what we need now. You have HANA, BPC and</p> <p>21 it's hard to get that guy that has both skills, so I</p> <p>22 said yeah. And we talk about the HANA project in</p> <p>23 detail. Specifically he told me about current</p> <p>24 conversion which I know very well. He asked if I knew</p> <p>25 how to implement a currency conversion. I said yes, and</p>

9 (Pages 30 to 33)

MARTINO RIVAPLATA**5/14/2019**

Page 34	Page 36
<p>1 I went there and did a currency conversion.</p> <p>2 Another thing you represent BPC. We have</p> <p>3 a big consolidation, a big planning application that we</p> <p>4 want you to take a look at it and try to make it faster.</p> <p>5 We have an issue with consolidations and I want you to</p> <p>6 check it out because we cannot figure it out, and that's</p> <p>7 why we talk long because we talk about two projects in</p> <p>8 one; BPC issues they have and HANA implementation they</p> <p>9 have. So that's why it took almost like an hour to</p> <p>10 talk.</p> <p>11 What else? Oh, he ask me that if I have</p> <p>12 another engagement, and I told him to be honest, yes, I</p> <p>13 do. He said it's probably going to be six months plus,</p> <p>14 close to a year. Don't worry. A lot of work. We'll</p> <p>15 sign six months plus, but you know how that works.</p> <p>16 You're going to be extended, extended, and that makes</p> <p>17 sense because they always extend you. You know, you</p> <p>18 start with six months plus project, and you end up</p> <p>19 working three years. So that's what I recall the most.</p> <p>20 What else? Try to remember. He told me</p> <p>21 about -- yeah, no, that's pretty much it. We talk a lot</p> <p>22 of technical stuff between BPC and HANA and the lands</p> <p>23 and a lot of work, we don't have time, blah, blah, blah.</p> <p>24 He just wanted somebody immediately. That what he said,</p> <p>25 immediately. He asked me can you start right away. I</p>	<p>1 Q. Did you tell him you lived in Texas at the</p> <p>2 time?</p> <p>3 A. Yes, I told him that I was having the phone</p> <p>4 call from my mom's house in Dallas.</p> <p>5 Q. Were you working for anyone else at the time</p> <p>6 that you had this interview?</p> <p>7 A. No.</p> <p>8 Q. Do you recall when you had last worked prior</p> <p>9 to this interview?</p> <p>10 A. No, I don't recall. That was definitely</p> <p>11 not -- I don't recall. I did work though, but I</p> <p>12 don't -- oh, yeah, yes, yes, Houston, Texas. I worked</p> <p>13 for a company called West Link. That was my prior,</p> <p>14 prior, prior to Capsugel. I was in Houston for another</p> <p>15 merger, by the way. There was another merger between</p> <p>16 two chemical companies, Westlake and Atlanta, Georgia</p> <p>17 Pacific Company, Axiall is the company name that was a</p> <p>18 merger between Axiall and Westlake, and they hired me to</p> <p>19 do the merger -- to do the merger of the two systems so</p> <p>20 similar to Capsugel. That's probably why Capsugel hired</p> <p>21 me because they saw this guy had a merger and we're</p> <p>22 going to merge. I don't know. That's probably why</p> <p>23 they're going to hire me because I've done merger</p> <p>24 systems integration.</p> <p>25 Q. What's your date of birth?</p>
Page 35	Page 37
<p>1 said yes, and I started immediately. That's about the</p> <p>2 bulk of the talk.</p> <p>3 The length, they -- the specification of</p> <p>4 detail, and he was very detailed talking about the</p> <p>5 consolidation portion and BPC portion. That's what we</p> <p>6 talk about the length, magnitude and amount of work. He</p> <p>7 said tons of work. That's it. Those three areas.</p> <p>8 Q. Did you tell Muralidhar during this</p> <p>9 conversation that you were local and living in New York</p> <p>10 at the time?</p> <p>11 A. No.</p> <p>12 Q. So if he says you said that, your testimony is</p> <p>13 he's not being truthful?</p> <p>14 A. I state -- no, I said I -- no, I don't recall.</p> <p>15 Like, no. No.</p> <p>16 Q. Have you ever lived in New York?</p> <p>17 A. I did.</p> <p>18 Q. When's the last time you lived in New York?</p> <p>19 A. Well, it was probably 2015, '16. I live for</p> <p>20 like five years on and off. One time for two years, and</p> <p>21 one time three years. So in total five years.</p> <p>22 Q. Just so the record is clear, your testimony</p> <p>23 today is you did not tell Muralidhar during this</p> <p>24 interview that you were living in New York?</p> <p>25 A. No. No living in New York. No.</p>	<p>1 A. January '6, '63.</p> <p>2 Q. 1963?</p> <p>3 A. Yes.</p> <p>4 Q. Where were you born?</p> <p>5 A. I was born in Peru. Then I came here a long</p> <p>6 time ago.</p> <p>7 Q. When did you move to the United States?</p> <p>8 A. '70s, '80s, I was young.</p> <p>9 Q. And have you been here since then?</p> <p>10 A. Yes, I went to school here. I went to SMU</p> <p>11 here in Dallas.</p> <p>12 Q. Is your mom from Peru?</p> <p>13 A. Yes.</p> <p>14 Q. When did you go to SMU?</p> <p>15 A. I went to SMU in this 1991/1992 through 1996.</p> <p>16 Four years.</p> <p>17 Q. Did you obtain a degree?</p> <p>18 A. Yes, Bachelor of Science accounting finance,</p> <p>19 double major and minor in finance.</p> <p>20 Q. Have you obtained any Master's degrees?</p> <p>21 A. I have the equivalent of Master's degrees for</p> <p>22 SAP, certified professional, in SAP, BPC and certified</p> <p>23 professional in SAP HANA, so they say it's equivalent to</p> <p>24 a Master's.</p> <p>25 Q. Who did you get the equivalency of a Master's</p>

10 (Pages 34 to 37)

MARTINO RIVAPLATA**5/14/2019**

Page 38	Page 40
<p>1 degree from?</p> <p>2 A. SAP.</p> <p>3 Q. Where did you train with SAP?</p> <p>4 A. In their own facilities. SAP has training</p> <p>5 facilities in Dallas, in Philadelphia, and I went to the</p> <p>6 training for both for SAP HANA and SAP BPC and got</p> <p>7 certified professional with them.</p> <p>8 Q. Where did you go to high school?</p> <p>9 A. I went to Saint Thomas.</p> <p>10 Q. Is that in Texas?</p> <p>11 A. Yeah.</p> <p>12 Q. Is that in Dallas?</p> <p>13 A. Dallas, yeah. Saint Thomas, they have</p> <p>14 actually the school -- there's a school in Lima, Peru.</p> <p>15 Q. Named Saint Thomas?</p> <p>16 A. Yeah.</p> <p>17 Q. But you went to the one in Texas?</p> <p>18 A. Yes.</p> <p>19 Q. When did you graduate high school?</p> <p>20 A. Seventy something; '79, '76.</p> <p>21 Q. 1979 or '76?</p> <p>22 A. '79 I think, yeah.</p> <p>23 Q. Now, you testified earlier that it's common</p> <p>24 for IT contracts, when noting the length of a project,</p> <p>25 to have a number of months or a number of years and then</p>	<p>1 A. Yeah.</p> <p>2 Q. Now, do you know, as you sit here today,</p> <p>3 whether the subcontractor services agreement that I've</p> <p>4 marked as Exhibit 4 was ever provided to anyone at</p> <p>5 Capsugel?</p> <p>6 A. Yes, I think so, yeah. Everybody knew that I</p> <p>7 was going to be there for six months plus, yes.</p> <p>8 Q. I'm not asking you to speculate or to guess.</p> <p>9 A. Okay.</p> <p>10 Q. Can you testify with certainty that the</p> <p>11 subcontractor services agreement between CPM and Robert</p> <p>12 Half was provided to someone at Capsugel?</p> <p>13 A. I think, yes, to Nugehalli.</p> <p>14 Q. Did you personally, on behalf of CPM, ever</p> <p>15 provide a copy of the subcontractor services agreement</p> <p>16 between your company and Robert Half to anyone at</p> <p>17 Capsugel?</p> <p>18 A. Me personally, no.</p> <p>19 Q. And no one else on behalf of CPM would have</p> <p>20 done that either, right?</p> <p>21 A. No. I'm the only one. No.</p> <p>22 Q. So if Capsugel did get a copy of the</p> <p>23 subcontractor services agreement between Robert Half and</p> <p>24 CPM, it would have received it from someone at Robert</p> <p>25 Half, correct?</p>
Page 39	Page 41
<p>1 for there to be a plus sign, correct?</p> <p>2 A. It is very typical, very normal standard in</p> <p>3 IT.</p> <p>4 Q. Have you ever had, other than this engagement</p> <p>5 with Capsugel, a project that ended in a time that was</p> <p>6 shorter than what was articulated to you as the expected</p> <p>7 project length?</p> <p>8 A. Never.</p> <p>9 Q. This was the first time?</p> <p>10 A. First time in my life.</p> <p>11 Q. Have you ever had a contract where there was a</p> <p>12 plus sign next to the expected duration that did not</p> <p>13 last longer than what the actual duration was and didn't</p> <p>14 go into additional months or additional years?</p> <p>15 A. No. They always been to additional months.</p> <p>16 Q. What's the expected duration on your current</p> <p>17 project you're working on?</p> <p>18 A. This one is eight month plus, which is</p> <p>19 definitely another year probably.</p> <p>20 Q. And the contract before in New York, what was</p> <p>21 the duration there?</p> <p>22 A. Six months plus.</p> <p>23 Q. And the contract before with Cardone?</p> <p>24 A. Same thing.</p> <p>25 Q. Six months plus?</p>	<p>1 A. Yes.</p> <p>2 Q. And then with respect to the Exhibit A to the</p> <p>3 subcontractor services agreement, did you personally</p> <p>4 ever provide a copy of Exhibit A, the work schedule, to</p> <p>5 anyone at Capsugel?</p> <p>6 A. Me personally, no.</p> <p>7 Q. And so no one on behalf of CPM Consulting</p> <p>8 would have provided that to Capsugel, correct?</p> <p>9 A. Not that I recall, no.</p> <p>10 Q. And do you know for certain whether anyone</p> <p>11 from Robert Half Technology provided the Exhibit A work</p> <p>12 schedule to anyone at Capsugel?</p> <p>13 A. Yes.</p> <p>14 Q. And what's the basis for you testifying with</p> <p>15 certainty that that Exhibit A was provided to Capsugel?</p> <p>16 A. Because Barry Cormier told me before, during</p> <p>17 and right before -- after that they knew that my work</p> <p>18 with the Capsugel was going to be six months plus, and</p> <p>19 he was actually very surprised when this thing ended in</p> <p>20 two months and-a-half. So he actually was very</p> <p>21 surprised, very apologetic and, frankly, I don't know.</p> <p>22 He was scared on the phone. He didn't know what was</p> <p>23 going on. He called me on the phone, explained to me,</p> <p>24 Martino, I don't know what happened. They know six</p> <p>25 months plus.</p>

11 (Pages 38 to 41)

MARTINO RIVAPLATA**5/14/2019**

Page 42	Page 44
<p>1 Barry Cormier called me during the</p> <p>2 timeframe I worked every week to check how I was doing.</p> <p>3 So I was doing great because he received good feedback</p> <p>4 from the controller, Lynn Horowitz, from Michael Mars,</p> <p>5 which is the financial planning analyst manager. So</p> <p>6 Barry Cormier was very happy to begin the first few</p> <p>7 weeks I remember.</p> <p>8 Q. So the comments from Barry Cormier are what</p> <p>9 lead you to believe Exhibit A --</p> <p>10 A. Yes.</p> <p>11 Q. -- to subcontractor services agreement was</p> <p>12 provided to Capsugel?</p> <p>13 A. Absolutely, yes.</p> <p>14 Q. Did you personally, on behalf of your company</p> <p>15 CPM Consulting, provide Exhibit B to the subcontractor</p> <p>16 services agreement, which is a personnel agreement, to</p> <p>17 anyone at Capsugel?</p> <p>18 A. Me personally, no.</p> <p>19 Q. So if Capsugel got this document, it's your</p> <p>20 testimony they would have got it from someone at Robert</p> <p>21 Half?</p> <p>22 A. Yes.</p> <p>23 Q. And you believe that probably would have been</p> <p>24 from Barry Cormier?</p> <p>25 A. Definitely through Barry Cormier, but Barry</p>	<p>1 A. Okay.</p> <p>2 Q. That's what it says though?</p> <p>3 A. That's what it says.</p> <p>4 Q. It notes that the expected duration of the</p> <p>5 assignment was three months, correct? Correct?</p> <p>6 A. Yes, that's what it says, three months.</p> <p>7 Q. It notes in paragraph four that either party</p> <p>8 may terminate the statement of work at any time upon ten</p> <p>9 days prior written notice to the other party, correct?</p> <p>10 A. That's what it says.</p> <p>11 Q. And the document at the bottom is signed by</p> <p>12 representatives of Capsugel and Robert Half</p> <p>13 International, Inc.?</p> <p>14 A. That's what it looks like, yes.</p> <p>15 Q. And the individual who signed the document on</p> <p>16 behalf of Robert Half International, Inc., is Amy</p> <p>17 Phetkanya?</p> <p>18 A. Yes.</p> <p>19 Q. And that's the same representative from Robert</p> <p>20 Half International who signed the agreement with you and</p> <p>21 your company, CPM, correct?</p> <p>22 A. That's what it says.</p> <p>23 Q. And it looks like both representatives from</p> <p>24 Capsugel and Robert Half signed this document on</p> <p>25 April 3, 2017, correct?</p>
Page 43	Page 45
<p>1 Cormier, as you know, has other people that work with</p> <p>2 him like secretaries and -- and other people. So Barry</p> <p>3 Cormier or other people that works in Barry Cormier that</p> <p>4 was handling my contract with Capsugel, yes.</p> <p>5 (Exhibit No. 5 marked.)</p> <p>6 Q. (By Mr. Parker) : I'm handing you Exhibit 5,</p> <p>7 which I will represent to you is a copy of the statement</p> <p>8 of work between Capsugel and Robert Half International,</p> <p>9 Inc. Have you seen that document before, sir?</p> <p>10 A. No. It's not my signature here.</p> <p>11 Q. No, I know. I'm just asking you have you ever</p> <p>12 seen it before?</p> <p>13 A. No.</p> <p>14 Q. This document at the top notes that it is a</p> <p>15 statement of work entered into as of March 26th of 2017</p> <p>16 between Capsugel and Robert Half International, Inc.,</p> <p>17 through its division Robert Half Technology and the</p> <p>18 Creative Group, correct?</p> <p>19 A. That's what it says, yes.</p> <p>20 Q. And this document notes that you were going to</p> <p>21 be assigned to provide services to Capsugel, correct?</p> <p>22 A. That's what it says, but I never -- this looks</p> <p>23 totally strange to me. I've never seen this document.</p> <p>24 Q. That's fine. I'm not asking you if you've</p> <p>25 seen it.</p>	<p>1 A. Yes.</p> <p>2 Q. And April 3, 2017 is the same date that you</p> <p>3 and your company, CPM Consulting, entered into</p> <p>4 agreements with Robert Half that are marked as</p> <p>5 Deposition Exhibit 4, correct?</p> <p>6 A. 4/3 is the date I started working.</p> <p>7 Q. And it's the date that your contracts with</p> <p>8 Robert Half were signed, correct?</p> <p>9 A. I'm not sure. Yeah, it is. April 3rd, yes,</p> <p>10 start date.</p> <p>11 Q. Well, each one of those agreements notes that</p> <p>12 they're entered into as of April 3, 2017, don't they?</p> <p>13 A. Yes.</p> <p>14 Q. But it's your testimony no one ever showed you</p> <p>15 the statement of work between Robert Half and Capsugel</p> <p>16 prior to today?</p> <p>17 A. This paper?</p> <p>18 Q. Correct.</p> <p>19 A. Exhibit 5, I have never seen this. You are</p> <p>20 showing me this for the very first time.</p> <p>21 Q. Okay.</p> <p>22 (Exhibit No. 6 marked.)</p> <p>23 Q. (By Mr. Parker) : Did you ever interact with</p> <p>24 a gentleman named Danny DuPont when you performed</p> <p>25 services for Capsugel?</p>

12 (Pages 42 to 45)

MARTINO RIVAPLATA**5/14/2019**

Page 46	Page 48
<p>1 A. Danny DuPont, that's the guy who received me</p> <p>2 the very first day, April the 3rd. I didn't know who he</p> <p>3 was. He didn't introduce himself. He said okay, you</p> <p>4 got to throw yourself in this office. That was very</p> <p>5 harsh though. I never been treated like that. He just</p> <p>6 said throw your bag in this office and he left. That</p> <p>7 was Danny DuPont.</p> <p>8 Q. Did you interact with him after that?</p> <p>9 A. No, just that first day kind of hard awakening</p> <p>10 there. It's got a, you know, yeah.</p> <p>11 Q. All right. I've handed you --</p> <p>12 A. First day.</p> <p>13 Q. -- Deposition Exhibit 6.</p> <p>14 A. Yeah.</p> <p>15 Q. And this appears to be kind of an instant</p> <p>16 message chain between Danny DuPont and your supervisor,</p> <p>17 Muralidhar Nuggehalli?</p> <p>18 A. Yeah.</p> <p>19 Q. And if you look about 3-quarters down the</p> <p>20 page, Mr. Nuggehalli sends a message at 9:37 a.m. in</p> <p>21 which he notes here that he's talked with you and he</p> <p>22 notes here "based in NYC." Do you see that, sir?</p> <p>23 A. Based in NYC. Yeah, I don't know because I</p> <p>24 used to live in NYC, but not based that I live there.</p> <p>25 Q. Do you see that?</p>	<p>1 A. Yeah, I think so. I recall that, yeah.</p> <p>2 (Exhibit No. 7 marked.)</p> <p>3 Q. (By Mr. Parker) : Exhibit 7 is a statement</p> <p>4 from Frost Bank of CPM's bank account, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And it reflects that it is issued, at the top,</p> <p>7 as of April 28th, 2017, correct?</p> <p>8 A. Yes. Yes. Robert Half.</p> <p>9 Q. That would have been the first month you</p> <p>10 performed services for Capsugel, correct?</p> <p>11 A. Yes.</p> <p>12 Q. At the top under deposits and credits, there</p> <p>13 are three payments made to CPM Consulting by Robert</p> <p>14 Half, correct?</p> <p>15 A. Yes.</p> <p>16 Q. And all three payments are in the amount of</p> <p>17 \$6600, correct?</p> <p>18 A. Yes.</p> <p>19 Q. Looks like from this document and other</p> <p>20 documents that you were paid by Robert Half on a weekly</p> <p>21 basis. Do you remember that?</p> <p>22 A. Yes.</p> <p>23 Q. And I'll represent that the payments that I've</p> <p>24 seen, they're all in the same amount; \$6,600?</p> <p>25 A. Yeah.</p>
Page 47	Page 49
<p>1 A. Yeah, it says there, but I did not really</p> <p>2 explain that to him that way.</p> <p>3 Q. I'm just confirming it's your testimony that</p> <p>4 you did not tell him you were based in NYC?</p> <p>5 A. No. I said I used to live in NYC. I didn't</p> <p>6 say I was based and live there. I have friends there,</p> <p>7 but not based, no.</p> <p>8 Q. You didn't say you were living there at the</p> <p>9 time?</p> <p>10 A. No.</p> <p>11 Q. And then on the next page at the top</p> <p>12 continuing over from the first page it looks like</p> <p>13 Muralidhar says you're available now and that you are</p> <p>14 local, and Mr. DuPont says "like local," and Muralidhar</p> <p>15 says "from NYC." Do you see that there, sir?</p> <p>16 A. Yes.</p> <p>17 Q. But you didn't tell him you were from NYC?</p> <p>18 A. No. Probably he told me mistakenly. I said I</p> <p>19 used to live NYC before, but I didn't, no.</p> <p>20 Q. Now, during the time that you performed</p> <p>21 services for Capsugel, you were paid by Robert Half,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. And you were paid by Robert Half to CPM's bank</p> <p>25 account, correct?</p>	<p>1 Q. By my math that's just your hourly rate times</p> <p>2 40?</p> <p>3 A. Yes.</p> <p>4 Q. Is that consistent with your recollection too?</p> <p>5 A. That is correct.</p> <p>6 Q. You weren't paid directly, at any point during</p> <p>7 your engagement, by Capsugel, correct?</p> <p>8 A. No. They billed Capsugel. No -- I mean, they</p> <p>9 billed Capsugel, and then they got that and how that</p> <p>10 works.</p> <p>11 Q. So all the funds that were paid to you for</p> <p>12 your work came from Robert Half, correct?</p> <p>13 A. From Robert Half because that's who contract</p> <p>14 me. Robert Half, yes.</p> <p>15 Q. Pursuant to your contract with Robert Half,</p> <p>16 were you eligible to receive any employee benefits as</p> <p>17 providing services as a contractor?</p> <p>18 A. No.</p> <p>19 Q. And you didn't receive any benefits at all</p> <p>20 from Capsugel for providing benefits as a contractor,</p> <p>21 right?</p> <p>22 A. No.</p> <p>23 Q. Do you receive benefits from the current</p> <p>24 company you're providing services to?</p> <p>25 A. No benefits, no, no.</p>

13 (Pages 46 to 49)

MARTINO RIVAPLATA**5/14/2019**

Page 50	Page 52
<p>1 Q. Do you ever receive benefits when you provide</p> <p>2 services as a contractor?</p> <p>3 A. No.</p> <p>4 Q. You just get your hourly rate?</p> <p>5 A. That's the end of it.</p> <p>6 Q. Your engagement with Capsugel we established</p> <p>7 started on April 3 of 2017, correct?</p> <p>8 A. Yes.</p> <p>9 Q. And it ended on June 30th of 2017, correct?</p> <p>10 A. Yes.</p> <p>11 (Exhibit No. 8 marked.)</p> <p>12 Q. (By Mr. Parker) : Take a minute to read</p> <p>13 Exhibit 8. My only question to you at this time is have</p> <p>14 you seen this document before?</p> <p>15 A. No, never seen this. And I don't know who</p> <p>16 this guy Jarell Chavers is. I never talked to that</p> <p>17 Jarell Chavers.</p> <p>18 Q. Is this the first time you've seen Exhibit 8?</p> <p>19 A. Yeah, this is the first time I've ever seen</p> <p>20 this e-mail. I'm not copied on this e-mail, so why</p> <p>21 would I ever know this? My name is nowhere near here.</p> <p>22 I know nothing about this e-mail. No.</p> <p>23 Q. Exhibit 8 appears to be an e-mail chain</p> <p>24 between your supervisor at Capsugel, Muralidhar</p> <p>25 Nugehalli, and a gentleman named Jarell Chavers who is</p>	<p>1 Barry Cormier. I did not talk to -- I don't recall</p> <p>2 talking with this guy. No, don't recall that.</p> <p>3 Q. You can put that aside.</p> <p>4 (Exhibit No. 9 marked.)</p> <p>5 Q. (By Mr. Parker) : I'm handing you an e-mail</p> <p>6 chain between those same two gentlemen, Muralidhar</p> <p>7 Nugehalli and Jarell Chavers from Robert Half, that</p> <p>8 I've marked as Exhibit 9. Please take a look at that</p> <p>9 document, sir.</p> <p>10 A. Yeah. Okay.</p> <p>11 Q. Again, this reflects that it's an e-mail chain</p> <p>12 between Muralidhar Nugehalli and Jarell Chavers from</p> <p>13 Robert Half, correct?</p> <p>14 A. Yes, that's what it says, yeah.</p> <p>15 Q. In the initial message in this chain</p> <p>16 Mr. Chavers sends an e-mail to Muralidhar in which he</p> <p>17 notes that, "Martino is looking to confirm if he will be</p> <p>18 extended past this month or not regarding his work</p> <p>19 there," correct?</p> <p>20 A. I don't know why he put that. I never talked</p> <p>21 to him.</p> <p>22 Q. But what I read was correct, right?</p> <p>23 A. What we're reciting here, yes, Martino is</p> <p>24 looking to confirm. I never talked to Jarell, so I</p> <p>25 don't know how he's saying I'm looking to confirm.</p>
Page 51	Page 53
<p>1 a national account executive for Robert Half Technology,</p> <p>2 correct?</p> <p>3 A. I don't know really who Jarell Chavers is.</p> <p>4 Q. That's what the document shows who he is --</p> <p>5 A. Oh, well, okay, that's what it is. Yep. Yep.</p> <p>6 Q. And is it your testimony that you've never</p> <p>7 personally interacted with Jarell Chavers?</p> <p>8 A. I really don't recall the name. I recall only</p> <p>9 talking with Barry Cormier.</p> <p>10 Q. You see at the top on the first page of</p> <p>11 Exhibit 8 Mr. Chavers is reaching out to Muralidhar and</p> <p>12 he says, "I wanted to touch base with you regarding</p> <p>13 Martino. I hope everything is continuing to go well</p> <p>14 with him so far. At this point, he is set to end his</p> <p>15 contract with you on June 30th. Do you think he will</p> <p>16 end up getting extended out past June 30th? If so, how</p> <p>17 long of extension are you thinking? If you think 6/30</p> <p>18 is a good date to end Martino's services, let me know</p> <p>19 and I will update our system."</p> <p>20 Did I read that correctly?</p> <p>21 A. Yeah.</p> <p>22 Q. And it's your testimony you didn't have any</p> <p>23 discussions with Mr. Chavers about you providing</p> <p>24 services to Capsugel ending as of June 30th?</p> <p>25 A. The only person that I recall that I speak is</p>	<p>1 Q. Do you recall speaking to anyone at Robert</p> <p>2 Half around the time of this e-mail, which was</p> <p>3 June 14th, 2017, about whether you would be extended</p> <p>4 past that month?</p> <p>5 A. I don't recall talking with anybody. I only</p> <p>6 talked to Barry Cormier that my contract was going to be</p> <p>7 six months plus and mostly extended for a year.</p> <p>8 Q. It's your testimony you didn't talk to anyone</p> <p>9 at Robert Half around June 14th, 2017, for the purpose</p> <p>10 for trying to determine if your assignment was going to</p> <p>11 be extended or not past that month?</p> <p>12 A. I only recall talking to Barry Cormier.</p> <p>13 Q. And not about if your contract would be</p> <p>14 extended past June?</p> <p>15 A. No. I only talked to Barry Cormier about my</p> <p>16 contract being six months plus. That's it.</p> <p>17 Q. And then you see in response to the e-mail</p> <p>18 from Mr. Chavers, Mr. Muralidhar tells Mr. Chavers that,</p> <p>19 "As discussed earlier, all the integration work is now</p> <p>20 coming to a close and a lot of the work pending is being</p> <p>21 assigned to business and Lona IT teams," correct?</p> <p>22 A. Lona.</p> <p>23 Q. You think he omitted a Z there in Lona?</p> <p>24 A. That's the company that merged with Capsugel.</p> <p>25 Capsugel merged with that company Lona.</p>

14 (Pages 50 to 53)

MARTINO RIVAPLATA**5/14/2019**

Page 54	Page 56
<p>1 Q. So how did you learn that your services were</p> <p>2 no longer going to be needed by Capsugel?</p> <p>3 A. They just knocked the door, came to sit down</p> <p>4 there and said you're fired.</p> <p>5 Q. Who is they?</p> <p>6 A. Nuggehalli, Muralidhar and DuPont. They just</p> <p>7 came, opened the door, sit down, say Martino, you know</p> <p>8 what, turn in your badge after a week back. That's it.</p> <p>9 Q. The two gentlemen who you've identified were</p> <p>10 your supervise- --</p> <p>11 A. Yeah, Nuggehalli and DuPont.</p> <p>12 Q. Danny DuPont?</p> <p>13 A. They come here, sit down and say Martino,</p> <p>14 thank you very much, you have two weeks, bye. That's</p> <p>15 the end of it. No explanation. No nothing. That's it.</p> <p>16 Q. This was a five or ten-second meeting?</p> <p>17 A. One minute. Less than ten seconds. Fifteen</p> <p>18 seconds. Twenty seconds at the most.</p> <p>19 Q. And they told you you had two weeks?</p> <p>20 A. Yeah.</p> <p>21 Q. Well --</p> <p>22 A. Well, yeah, hold on. No, not even say two</p> <p>23 weeks because that was discussed after they left.</p> <p>24 Nuggehalli came back and said you can stay two weeks.</p> <p>25 They just tell me to go. Period.</p>	<p>1 Q. Did you contact him by phone?</p> <p>2 A. Yes.</p> <p>3 Q. And what do you remember discussing with him</p> <p>4 in that conversation?</p> <p>5 A. He was shocked too. I don't know what's going</p> <p>6 on. He was like Martino, I don't know what's going on.</p> <p>7 These people are so bad. I don't know. I've been</p> <p>8 talking to them, blah, blah, blah. Your contract six</p> <p>9 months plus. I have no idea. I'm sorry. He was very</p> <p>10 apologetic, and, you know, I just was shocked too.</p> <p>11 Q. Did you have any follow-up conversations with</p> <p>12 him?</p> <p>13 A. With Barry?</p> <p>14 Q. Yeah.</p> <p>15 A. That was just the call that I recall right</p> <p>16 now. I called him after the ten-second meeting with</p> <p>17 him. I immediately called him after they left my</p> <p>18 office, and Barry couldn't believe it. He was more</p> <p>19 shocked than me because he's making money too, right, so</p> <p>20 he's no longer going to make any money because I'm out</p> <p>21 of here. He was actually very mad because he's a sales</p> <p>22 recruiter. He's a sales guy. He was pissed. I</p> <p>23 remember.</p> <p>24 Q. Did you have any follow-up conversations with</p> <p>25 him?</p>
Page 55	Page 57
<p>1 Q. And your last day ended up being June 30th,</p> <p>2 right?</p> <p>3 A. Yes.</p> <p>4 Q. So they came to you on or about June 15th or</p> <p>5 16th?</p> <p>6 A. Yes. Yes.</p> <p>7 Q. Did you tell them, Muralidhar and Danny</p> <p>8 DuPont, that you were surprised because you thought you</p> <p>9 were going to be there at least six months and probably</p> <p>10 longer?</p> <p>11 A. Yes.</p> <p>12 Q. You told that to them?</p> <p>13 A. Yes.</p> <p>14 Q. Do you recall to which one of those gentlemen</p> <p>15 you specifically said that?</p> <p>16 A. Both of them. I mean, they knew it all along</p> <p>17 I was going to be six months plus. It was a shock.</p> <p>18 They just said sorry, blah, blah, blah, and they left.</p> <p>19 Fifteen, twenty second deal. That's it.</p> <p>20 Q. After they told you that your services were no</p> <p>21 longer going to be needed, did you reach out to anyone</p> <p>22 at Robert Half?</p> <p>23 A. Of course.</p> <p>24 Q. Who did you contact?</p> <p>25 A. Barry Cormier.</p>	<p>1 A. With Barry Cormier?</p> <p>2 Q. Yeah.</p> <p>3 A. I didn't call him, but he called me back</p> <p>4 trying to say he can hook me up with other projects</p> <p>5 because he knew that I rented an apartment, he knew that</p> <p>6 I drove my car from Dallas to Morristown and I found --</p> <p>7 I rented an apartment, you know, because this is six</p> <p>8 month plus. So I rented an apartment for one year. It</p> <p>9 makes sense. We're on a six month plus project, which</p> <p>10 is in my mind a year easily because from Nuggehalli, he</p> <p>11 said that to me. So I went in.</p> <p>12 Normally, like IT is not -- I'm not a</p> <p>13 novice here. I'm not new. I've been doing this 20</p> <p>14 years. In the IT world everybody knows the terms.</p> <p>15 Everybody down to the secretary. Everybody knows</p> <p>16 everybody here. It's not like I didn't know this. This</p> <p>17 is crap, okay. Everyone knows this is six months plus.</p> <p>18 So I moved there, and I explained everything to Barry</p> <p>19 Cormier. He was very mad with this company Capsugel,</p> <p>20 and I followed up and he said Martino, I want to try to</p> <p>21 find you another project because he was mad too. So</p> <p>22 anyway, I never called him.</p> <p>23 Q. He didn't call you back with any other</p> <p>24 projects?</p> <p>25 A. He would call me back, but I didn't -- I was</p>

15 (Pages 54 to 57)

MARTINO RIVAPLATA**5/14/2019**

<p style="text-align: right;">Page 58</p> <p>1 too shocked. I didn't want to talk to him anymore</p> <p>2 because I was mad because here I am in New Jersey with a</p> <p>3 six month project and I have a lease that I have to pay,</p> <p>4 and they just throw me like a dog, like garbage. You</p> <p>5 know, I wouldn't want to do business with Barry Cormier</p> <p>6 ever in my life. Even Capsugel, man. I've been doing</p> <p>7 this 20 years, and it's the first time they treat me</p> <p>8 like a piece of crap. I'm sorry my language, but that's</p> <p>9 the truth.</p> <p>10 Q. Did Barry Cormier ever e-mail you any</p> <p>11 potential opportunities?</p> <p>12 A. No, I never talk to him.</p> <p>13 Q. But he did try to contact you about other</p> <p>14 opportunities?</p> <p>15 A. He tried to call me on the phone. He tried to</p> <p>16 make it up, all this crap that this happened to me.</p> <p>17 Q. And then you wouldn't call him back?</p> <p>18 A. I -- no, well, I think I did. I think I left</p> <p>19 a voicemail, but he wasn't there, and we never reach out</p> <p>20 again.</p> <p>21 Q. Is there a reason you didn't sue Robert Half</p> <p>22 and only sued Capsugel?</p> <p>23 A. I don't -- I don't know that answer. I don't</p> <p>24 recall -- what is the question? Sorry.</p> <p>25 Q. Is there a reason that you didn't file your</p>	<p style="text-align: right;">Page 60</p> <p>1 A. But they are aware of my contract with Robert</p> <p>2 Half that is six months plus, and the fact that they</p> <p>3 actually recommended me to rent an apartment in</p> <p>4 Morristown for a year, that means they knew that my</p> <p>5 contract was for six months plus. Why would they ever</p> <p>6 recommend me Martino, look for an apartment --</p> <p>7 Q. You're not answering my question.</p> <p>8 A. What is the question?</p> <p>9 Q. My question is you've never had any direct</p> <p>10 contracts with Capsugel, correct?</p> <p>11 A. Me personally, no, but through Robert Half,</p> <p>12 yes.</p> <p>13 Q. Well, hold on here. Let's break this down.</p> <p>14 You personally, Martino Rivaplata, have never had any</p> <p>15 direct contracts with Capsugel, correct?</p> <p>16 A. Not direct, no.</p> <p>17 Q. And your company, CPM or EPM, has never had</p> <p>18 any direct contracts with Capsugel, correct?</p> <p>19 A. Directly, no. Indirectly, yes.</p> <p>20 Q. And you've never been employed by Capsugel,</p> <p>21 correct, directly?</p> <p>22 A. Not directly, but indirectly, yes.</p> <p>23 Q. Well, you indirectly performed services for</p> <p>24 them, but you were never employed by them, correct?</p> <p>25 A. I was working for them indirectly through</p>
<p style="text-align: right;">Page 59</p> <p>1 lawsuit against Robert Half as opposed to Capsugel?</p> <p>2 A. I don't know. I don't know the -- I don't</p> <p>3 know.</p> <p>4 Q. Did you think about suing Robert Half?</p> <p>5 A. No. Well, you know, I was not only mad with</p> <p>6 Robert Half; I was mad with Capsugel because</p> <p>7 everybody -- you have to understand I'm not a kid around</p> <p>8 the block here. I've been doing this for 20 years.</p> <p>9 When you go into a contract, the recruiter and the</p> <p>10 person know the terms. I don't enter the contract if I</p> <p>11 don't know that. Barry Cormier knows, Capsugel knows.</p> <p>12 The guys at Capsugel, they're -- this is an IT Indian</p> <p>13 shop. They know what they do, okay. They thought I was</p> <p>14 Indian. I'm not Indian. You know, to treat me like a</p> <p>15 dog, I'm sorry, but this is just ridiculous. I've never</p> <p>16 been in this situation in my life. It's bad. I'm not</p> <p>17 mad with Robert Half. I'm mad with Capsugel.</p> <p>18 Everything. Everything. It's a nightmare.</p> <p>19 Q. But your contract was with Robert Half, wasn't</p> <p>20 it?</p> <p>21 A. Robert Half and Capsugel. I mean, I worked</p> <p>22 through Robert Half. Robert Half is just a passthrough</p> <p>23 thing. I work for Capsugel.</p> <p>24 Q. But you don't have any contracts to which</p> <p>25 you're a party with Capsugel, do you?</p>	<p style="text-align: right;">Page 61</p> <p>1 Robert Half because I work with Capsugel employees. I</p> <p>2 produce product for Capsugel.</p> <p>3 Q. Who told you to get an apartment in New Jersey</p> <p>4 for a year?</p> <p>5 A. This guy, gosh, trying to recall his name.</p> <p>6 There's a lot of this -- I'm sorry, but I've never</p> <p>7 worked in a company that has so much people from India.</p> <p>8 I'm sorry. Yokesh. Yokesh or Prakash, but I'm pretty</p> <p>9 sure Prakash must have told me that the one that --</p> <p>10 three Indian guys told me that because they live around</p> <p>11 there. That was Prakash, Santikommar (ph), but Yokesh</p> <p>12 was the one who gave me the details. Like he gave me --</p> <p>13 you need to go to an area in Morristown called Off The</p> <p>14 Green Morristown. He said that to me in details. It's</p> <p>15 in the Speedwell Avenue I remember. Just go straight,</p> <p>16 Speedwell Avenue, and you're going to hit Hanover</p> <p>17 Street, make a right and there's a nice apartment. Go</p> <p>18 get you one.</p> <p>19 Q. He told you the complex that you should live</p> <p>20 at?</p> <p>21 A. Yokesh.</p> <p>22 Q. You're saying he told you the apartment center</p> <p>23 you should live?</p> <p>24 A. This is called Off The Green area between</p> <p>25 Speedwell Avenue and Hanover Street because he said that</p>

16 (Pages 58 to 61)

MARTINO RIVAPLATA**5/14/2019**

<p style="text-align: right;">Page 62</p> <p>1 he used to live there and something that his friends --</p> <p>2 I don't recall exactly. Either he lived there or his</p> <p>3 friends live there, but he told me it's a very nice</p> <p>4 apartment complex, and you can get a one-year lease</p> <p>5 there, and I did.</p> <p>6 Q. You don't know Yokesh's last name?</p> <p>7 A. Something-kumar. Shivakumar or Sivakumar.</p> <p>8 It's a long last name. Something Kumar. Yokesh</p> <p>9 Sivakumar. He told me very good detail, and that was</p> <p>10 very nice because I didn't know too well the area so he</p> <p>11 can focus my search in apartments. And I did actually</p> <p>12 rent an apartment there.</p> <p>13 Q. It's your testimony he told you to get a year</p> <p>14 lease?</p> <p>15 A. No, he said that they only lease one year so</p> <p>16 you can get easily a one-year lease there.</p> <p>17 Q. Did anybody tell you to get a one-year lease</p> <p>18 from Capsugel?</p> <p>19 A. Prakash.</p> <p>20 Q. Prakash told you?</p> <p>21 A. Prakash too.</p> <p>22 Q. Do you remember his last name?</p> <p>23 A. No.</p> <p>24 Q. Did anyone else from Capsugel tell you to get</p> <p>25 a one-year lease?</p>	<p style="text-align: right;">Page 64</p> <p>1 project that he wanted to bring me in because there was</p> <p>2 a lot of work in this company, so this guy was worried</p> <p>3 about his prize value project. So he said Martino, I</p> <p>4 want you for this project. So everybody knew Martino is</p> <p>5 going to be here awhile so help him out getting an</p> <p>6 apartment for a year. So Prakash told me you need to --</p> <p>7 Q. I need yes or no answers.</p> <p>8 A. Yes. Yes.</p> <p>9 Q. I'm going to ask you again. Did Prakash --</p> <p>10 A. Yes.</p> <p>11 Q. Hold on. You don't know my question. Did</p> <p>12 Prakash tell you that you needed to get a lease for one</p> <p>13 year?</p> <p>14 A. Exactly like that, no.</p> <p>15 Q. Okay. Did anyone from Capsugel tell you that</p> <p>16 your lease for your apartment needed to at least be one</p> <p>17 year in duration?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Who?</p> <p>20 A. Yokesh.</p> <p>21 Q. So Yokesh not only told you where he thought</p> <p>22 you should live and that that apartment complex would do</p> <p>23 one-year leases, but it's your testimony that you needed</p> <p>24 to get at least a one-year lease?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 63</p> <p>1 A. Hold on. Michael Mars also probably told me.</p> <p>2 Michael recommend me something like that, but he told me</p> <p>3 another area where I think was around his area, but that</p> <p>4 was too far from me. I typically, when I go to projects</p> <p>5 outside Texas, I typically try to rent apartments that</p> <p>6 are close to the office. So Michael Mars' apartment he</p> <p>7 recommended me, it was too far so I decided that Yokesh</p> <p>8 was the best solution that recommend me Off The Green</p> <p>9 because. It was pretty cool because it was very close</p> <p>10 to the office, Capsugel office. My drive time was not</p> <p>11 even like ten minutes, which is great, yeah.</p> <p>12 Q. So just so I understand it, Yokesh, whose name</p> <p>13 you're not certain of --</p> <p>14 A. Sivakumar.</p> <p>15 Q. He's the individual who told you which complex</p> <p>16 to rent at?</p> <p>17 A. Yes.</p> <p>18 Q. And he told you that that complex would do a</p> <p>19 one-year lease, correct?</p> <p>20 A. They would rent me a year, yes.</p> <p>21 Q. And it's your testimony a gentleman named</p> <p>22 Prakash told you that you needed to get a one-year</p> <p>23 lease, correct?</p> <p>24 A. He's the one that -- he was actually -- he's</p> <p>25 the one who was working this revenue pricing volume</p>	<p style="text-align: right;">Page 65</p> <p>1 Q. Is he the only person from Capsugel that told</p> <p>2 you that?</p> <p>3 A. Prakash too. Prakash.</p> <p>4 Q. I thought --</p> <p>5 A. I said yes to that one too. It's the same.</p> <p>6 I'm trying to recall as much detail as possible, but the</p> <p>7 same question is yes for both, both Yokesh and Prakash.</p> <p>8 Q. Let me make sure the record is clear.</p> <p>9 A. All right.</p> <p>10 Q. You're saying that Yokesh told you which</p> <p>11 apartment complex he thought you should live at,</p> <p>12 correct?</p> <p>13 A. Yes.</p> <p>14 Q. He told you that apartment complex would do</p> <p>15 leases at least one year in duration, correct?</p> <p>16 A. Yes.</p> <p>17 Q. He also told you that you needed to get a</p> <p>18 lease of at least one year duration, correct?</p> <p>19 A. Yes, because he knew that --</p> <p>20 Q. Just yes or no.</p> <p>21 A. Yes.</p> <p>22 Q. And it's your testimony that Prakash at</p> <p>23 Capsugel also told you that you needed to get a lease --</p> <p>24 A. Yes.</p> <p>25 Q. -- that was at least one year duration?</p>

17 (Pages 62 to 65)

MARTINO RIVAPLATA**5/14/2019**

Page 66	Page 68
<p>1 A. Yes, sir.</p> <p>2 Q. Did anyone else from Capsugel --</p> <p>3 A. No.</p> <p>4 Q. Hold on. Did anyone else from Capsugel tell</p> <p>5 you your lease needed to be at least one year in</p> <p>6 duration?</p> <p>7 A. No.</p> <p>8 Q. What did you do after your engagement with</p> <p>9 Capsugel ended on June 30th of 2017?</p> <p>10 A. What did I do? Well, the first thing I did is</p> <p>11 tried to see how I'm going to resolve the lease issue on</p> <p>12 the apartment. I know I had to pay a penalty, and I</p> <p>13 went to the office, and, yeah, that there was a penalty</p> <p>14 I had to pay. I don't recall how much I paid, but they</p> <p>15 asked me to pay something to break the lease. That was</p> <p>16 the first thing I did.</p> <p>17 Second thing I did I was trying to look</p> <p>18 for new projects. And the third thing I did was to find</p> <p>19 a truck to put my stuff and ship it back to Dallas. I</p> <p>20 ship all my stuff from the apartment. I ship my car</p> <p>21 because I didn't want to drive back. So I ship my car</p> <p>22 with a shipment company, you know, my stuff with one</p> <p>23 truck and my car with another truck, so it was just</p> <p>24 typical moving out.</p> <p>25 Q. As best you can recall, approximately when did</p>	<p>1 months you would have worked eight hours, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And you would have been paid at your hourly</p> <p>4 rate of \$165, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And you estimate that the total lost wages for</p> <p>7 those three months of July through September of 2017 is</p> <p>8 \$84,480, correct?</p> <p>9 A. That is for three months only, but it doesn't</p> <p>10 consider the plus.</p> <p>11 Q. Right, but that's for the --</p> <p>12 A. Three months.</p> <p>13 Q. Three months, right?</p> <p>14 A. Yes.</p> <p>15 Q. Did you have to work holidays when you were at</p> <p>16 Capsugel?</p> <p>17 A. Holidays? Well, can I expand on that question</p> <p>18 or you just want yes or no?</p> <p>19 Q. Just yes or no.</p> <p>20 A. Yes, but he didn't pay me.</p> <p>21 Q. Is that why you wrote zero for July 4th,</p> <p>22 2017 --</p> <p>23 A. Yeah, I worked eight hours, but they didn't</p> <p>24 pay me because they don't believe in 4th of July there.</p> <p>25 Q. You didn't work then because your contract</p>
Page 67	Page 69
<p>1 you move back to Dallas from New Jersey?</p> <p>2 A. Probably that month, in that July month.</p> <p>3 Q. In July?</p> <p>4 A. (Nods head.)</p> <p>5 Q. Okay.</p> <p>6 (Exhibit No. 10 marked.)</p> <p>7 Q. (By Mr. Parker) : Exhibit 10 is a document</p> <p>8 that your counsel produced to me in this case. Have you</p> <p>9 seen this document before?</p> <p>10 A. I don't recall. Maybe. Yes. Sure.</p> <p>11 Q. Did you prepare this document?</p> <p>12 A. Yes, I think so. Oh, my gosh. What is this?</p> <p>13 Can you explain to me what is this?</p> <p>14 Q. I got it from your lawyer.</p> <p>15 A. Well, yes, if it came from me, yes, I did.</p> <p>16 Q. Well, the document reflects here, at least to</p> <p>17 me, I'll ask you to confirm, that you have gone through</p> <p>18 for the remaining what you believed would be three</p> <p>19 months at least of your providing services to Capsugel</p> <p>20 and have itemized out how much you thought you would</p> <p>21 have earned during that time period; is that correct?</p> <p>22 A. Yes, ma'am.</p> <p>23 Q. And it looks like in doing that, you did it</p> <p>24 for the months of July, August and September, and you</p> <p>25 assumed that for each of the workdays during those three</p>	<p>1 ended June 30th?</p> <p>2 A. Yeah, Memorial Day weekend. Yeah, I didn't</p> <p>3 work then, correct. Memorial Day I did work, but I</p> <p>4 didn't get paid.</p> <p>5 Q. Who did you submit your time records to when</p> <p>6 you provided services to Capsugel?</p> <p>7 A. When I provide my time, I enter -- there's a</p> <p>8 website that is for -- Robert Half has a website where</p> <p>9 you go in and enter your project name and log in to the</p> <p>10 website, and the website has all the months there for</p> <p>11 the project, and that's obviously my six months plus</p> <p>12 that I needed to log in my time. That's how I enter my</p> <p>13 hours.</p> <p>14 Q. It's a Robert Half website?</p> <p>15 A. It's a Robert Half website.</p> <p>16 Q. It's not a Capsugel website?</p> <p>17 A. Not Capsugel website. It's Robert Half.</p> <p>18 Q. You weren't responsible, during the time you</p> <p>19 provided services to Capsugel, to report your time to</p> <p>20 anyone at Capsugel?</p> <p>21 A. Yes.</p> <p>22 Q. Who did you report your time to?</p> <p>23 A. Muralidhar Nugehalli.</p> <p>24 Q. How would you provide your time to him at</p> <p>25 Capsugel?</p>

18 (Pages 66 to 69)

MARTINO RIVAPLATA**5/14/2019**

Page 70	Page 72
<p>1 A. They have another website too.</p> <p>2 Q. So you would --</p> <p>3 A. Enter twice.</p> <p>4 Q. Go to both a Robert Half and Capsugel website</p> <p>5 and put your time?</p> <p>6 A. That's correct.</p> <p>7 Q. Did you generally put down eight hours each</p> <p>8 day that you worked?</p> <p>9 A. Yes.</p> <p>10 (Exhibit No. 11 marked.)</p> <p>11 Q. (By Mr. Parker) : I'll hand you what I've</p> <p>12 marked as Exhibit 11. I'll represent to you this is</p> <p>13 another document I received from your counsel in this</p> <p>14 case. This is specifically your and your company's</p> <p>15 answers to Capsugel's interrogatories which are written</p> <p>16 questions that we ask you to answer under oath.</p> <p>17 A. Yeah.</p> <p>18 Q. Focus your attention first of all, please,</p> <p>19 sir, on page two to your answers to interrogatories on</p> <p>20 number one where I asked about the damages that you were</p> <p>21 seeking in this lawsuit. Do you see that, sir?</p> <p>22 A. Number one answer?</p> <p>23 Q. Yes.</p> <p>24 A. Yes, I do.</p> <p>25 Q. Do you see that answer is in response to my</p>	<p>1 company approximately \$1,700?</p> <p>2 A. Yes. That's my rent. Yes, that's right.</p> <p>3 Yes.</p> <p>4 Q. If you'll look at interrogatory number two, it</p> <p>5 reflects that you were out of work at the top of page</p> <p>6 three from July 30th, 2017, to July 1, 2018, correct?</p> <p>7 A. Yes, that is correct.</p> <p>8 Q. Based on your earlier testimony, I just want</p> <p>9 to know if that is actually accurate based on the dates</p> <p>10 that you gave for when you performed services for</p> <p>11 Cardone Industries?</p> <p>12 A. Yeah, that's correct.</p> <p>13 Q. Because earlier your testimony was that you</p> <p>14 performed services for Cardone beginning in February or</p> <p>15 March 2018, and you said you provided them through July</p> <p>16 or August of 2018. I just want to make sure I</p> <p>17 understand when you worked for them.</p> <p>18 A. I said I don't recall the exact date. I can</p> <p>19 go back and check my contract, but this is about right</p> <p>20 starting in July. Yeah, I didn't work in January,</p> <p>21 February. I'm sorry. I didn't recall very well. No.</p> <p>22 Q. So now I need to reconfirm my timeline then,</p> <p>23 if you will.</p> <p>24 A. Yeah.</p> <p>25 Q. So it's your testimony that you stopped</p>
Page 71	Page 73
<p>1 question about the damages you were seeking in this</p> <p>2 case?</p> <p>3 A. Yes.</p> <p>4 Q. You note in your answer you're seeking the</p> <p>5 remaining three months, and that's what we just looked</p> <p>6 at on the Exhibit 10?</p> <p>7 A. Yeah.</p> <p>8 Q. As well as an additional six months because</p> <p>9 you believe the plus sign after the six months in your</p> <p>10 agreement with Robert Half meant that the contract would</p> <p>11 have been at least a year?</p> <p>12 A. Yeah.</p> <p>13 Q. And it notes you're seeking attorney's fees,</p> <p>14 and as of the date these responses were prepared, they</p> <p>15 were roughly \$19,000. Do you see that, sir?</p> <p>16 A. Yes.</p> <p>17 Q. Are you paying your lawyer in this case by the</p> <p>18 hour?</p> <p>19 A. Yes.</p> <p>20 Q. And then it notes that you are also seeking</p> <p>21 damages for a penalty for breaking your lease. Do you</p> <p>22 see that?</p> <p>23 A. Yes.</p> <p>24 Q. Is it correct in order to get out of your</p> <p>25 lease you say was a year in duration, you had to pay the</p>	<p>1 performing services for Capsugel June 30th, 2017,</p> <p>2 correct?</p> <p>3 A. Yes.</p> <p>4 Q. Then it's your testimony that you didn't</p> <p>5 provide services for anyone --</p> <p>6 A. No.</p> <p>7 Q. -- until July 1, 2018?</p> <p>8 A. Yeah, this is the Philadelphia project, yes.</p> <p>9 I didn't work for almost a year, probably close to a</p> <p>10 year or a year, yes. I did not work a year completely,</p> <p>11 yeah.</p> <p>12 Q. You didn't work as a contractor or employee?</p> <p>13 A. No, I didn't work at all. I tried to find</p> <p>14 project and couldn't find. I compete with a hundred</p> <p>15 million people from India, so it's hard for me to find a</p> <p>16 project.</p> <p>17 Q. So this document reflects that you started</p> <p>18 performing services for Cardone July 1, 2018, and it</p> <p>19 says through the present. And the present date these</p> <p>20 interrogatories were served was November 18th of 2018.</p> <p>21 So, with that understanding, what is your</p> <p>22 best recollection now today as to when you stopped</p> <p>23 performing services for Cardone?</p> <p>24 A. July, August, September, October, probably</p> <p>25 November. November of 2018, yes. July -- yeah, July</p>

19 (Pages 70 to 73)

MARTINO RIVAPLATA**5/14/2019**

Page 74	Page 76
<p>1 because I was there -- I was living there in</p> <p>2 Philadelphia. So July, August, September, October,</p> <p>3 November. Yeah, November. November/December, something</p> <p>4 like that.</p> <p>5 Q. And so with that understanding then when do</p> <p>6 you now believe you provided services for Corning?</p> <p>7 Because you testified --</p> <p>8 A. It was overlap. Remember I said it was</p> <p>9 overlap. I was working two projects at the same time.</p> <p>10 Corning probably started August/September timeframe.</p> <p>11 Q. That went from August or September of 2018 to</p> <p>12 April of 2019?</p> <p>13 A. Yes.</p> <p>14 Q. And you're sticking with that you started with</p> <p>15 Newmont in May of --</p> <p>16 A. Yes, that is correct. I'm sorry. I didn't</p> <p>17 recall exactly but this is correct. July all the way to</p> <p>18 November/December, and I overlapped Corning with</p> <p>19 August 19th. So I was running two projects at the same</p> <p>20 time for a month or two, yeah.</p> <p>21 Q. If you'll look, sir, at your answer to</p> <p>22 interrogatory number 12, which is on page nine, I ask</p> <p>23 there --</p> <p>24 A. Page nine, yeah.</p> <p>25 Q. -- for you to identify every person who you or</p>	<p>1 Q. And then finally at the top of page ten of</p> <p>2 your interrogatory answers I asked describe the</p> <p>3 relationship between CPM and yourself, and the answer is</p> <p>4 that you are the sole member of CPM. That's correct,</p> <p>5 right?</p> <p>6 A. Yeah.</p> <p>7 MR. PARKER: Want to take a break for</p> <p>8 about five minutes?</p> <p>9 (Recess taken.)</p> <p>10 (Exhibit No. 12 marked.)</p> <p>11 Q. (By Mr. Parker) : I'm handing you,</p> <p>12 Mr. Rivaplata, a document I've marked as Exhibit 12</p> <p>13 which is your and CPM Consulting's second amended</p> <p>14 complaint in this lawsuit. Okay?</p> <p>15 A. Yeah.</p> <p>16 Q. If you would please turn to the second page.</p> <p>17 A. Yeah.</p> <p>18 Q. Paragraph six notes that you are a United</p> <p>19 States citizen; is that correct?</p> <p>20 A. Yes.</p> <p>21 Q. When did you become a United States citizen?</p> <p>22 A. I really don't recall, but it was a long time</p> <p>23 ago. More than 30 years. Thirty, 40 years ago. I'm</p> <p>24 sorry I did not know exactly.</p> <p>25 Q. And the next sentence notes that CPM is a</p>
Page 75	Page 77
<p>1 any of your representatives have contacted, interviewed</p> <p>2 or for whom you have obtained written or oral regarding</p> <p>3 the case, including current or former employees of</p> <p>4 Capsugel, and the answer is Barry Cormier, correct?</p> <p>5 A. Barry Cormier, yeah, is the one that I spoke</p> <p>6 with Capsugel, yes.</p> <p>7 Q. Have you spoken with him since you filed this</p> <p>8 lawsuit?</p> <p>9 A. No.</p> <p>10 Q. Have you spoken with anybody from Robert Half</p> <p>11 since you filed this lawsuit?</p> <p>12 A. No.</p> <p>13 Q. Have you spoken with anyone from Capsugel</p> <p>14 since you filed this lawsuit?</p> <p>15 A. No.</p> <p>16 Q. Have you spoken with anyone from Capsugel</p> <p>17 since you stopped working there June 30th, 2017?</p> <p>18 A. No. Spoke, no.</p> <p>19 Q. Have you e-mailed with anyone from there since</p> <p>20 then?</p> <p>21 A. I ask Michael Mars for a work reference to be</p> <p>22 placed in my resume, and he send it to me. I work with</p> <p>23 him a lot, and he say Martino, no problem, put my name,</p> <p>24 put Michael Mars as a work reference on my resume. That</p> <p>25 was the only time, just for work references.</p>	<p>1 Texas-based L.L.C., but I think we confirmed earlier</p> <p>2 it's actually a Florida-based L.L.C., correct?</p> <p>3 A. Yes.</p> <p>4 Q. And then you confirmed earlier that you are</p> <p>5 the owner and sole owner of CPM, correct?</p> <p>6 A. Yes.</p> <p>7 Q. Looking at paragraph eight, sir, did you ever</p> <p>8 tell your supervisor, Muralidhar Nuggehalli, that you</p> <p>9 were going to rent an apartment in New Jersey to perform</p> <p>10 contractual work for Capsugel?</p> <p>11 A. Yes, when I was there at the site, yes. Yes,</p> <p>12 I did.</p> <p>13 Q. Did you tell him that you had rented an</p> <p>14 apartment?</p> <p>15 A. Yes.</p> <p>16 Q. And what's the basis for your belief that he,</p> <p>17 being Muralidhar, was aware of the terms of your</p> <p>18 agreement with Robert Half?</p> <p>19 A. Oh, many, many beliefs. The first one is that</p> <p>20 he assigned me to a project, a BPC project that was</p> <p>21 pretty much outside the area that he hired me for</p> <p>22 because in the interview process he talked to me more</p> <p>23 about the HANA portion of the project, but then he told</p> <p>24 me, Martino, there's some project I want you to work</p> <p>25 with Lynn Horowitz, which is the controller, which is</p>

20 (Pages 74 to 77)

MARTINO RIVAPLATA**5/14/2019**

Page 78	Page 80
<p>1 the BPC project which I did. Then he talked to me about</p> <p>2 Prakash has another small project, the price revenue</p> <p>3 project and then the HANA project. So he talked to me</p> <p>4 about so many things. And also the fact that they were</p> <p>5 in the middle of the merger, and there was a lot of</p> <p>6 reporting that needed to be done. So for me that's</p> <p>7 good. That's a lot of work there.</p> <p>8 Q. I don't think you answered my question. My</p> <p>9 question is what's the basis for your belief that</p> <p>10 Muralidhar was aware of the terms of your and CPM's</p> <p>11 agreements with Robert Half?</p> <p>12 A. Oh, because he told me on the phone in the</p> <p>13 interview process. He told me your project's going to</p> <p>14 be six months plus, easily a year. He said that to me</p> <p>15 on the phone in the first interview.</p> <p>16 Q. But you don't know for certain whether he</p> <p>17 actually got a copy of your subcontractor agreement with</p> <p>18 Robert Half, correct?</p> <p>19 A. Can you repeat the question?</p> <p>20 Q. You don't know for certain that Muralidhar</p> <p>21 received a copy of CPM's subcontractor services</p> <p>22 agreement with Robert Half, correct?</p> <p>23 A. No, I don't.</p> <p>24 Q. And you don't know for certain that anybody</p> <p>25 from Robert Half received a copy of your subcontract</p>	<p>1 A. The best I recall he's a contractor, an H-1B</p> <p>2 visa.</p> <p>3 Q. What's the basis of your belief that he's a</p> <p>4 contractor?</p> <p>5 A. Because he told me. He told me that</p> <p>6 specifically because one day we were chatting just like</p> <p>7 a normal chat on the halls, and we're talking about like</p> <p>8 he used to be a contractor as well. That's what he told</p> <p>9 me that he was a contractor there.</p> <p>10 Q. But did he tell you at the time he was a</p> <p>11 contractor or employee?</p> <p>12 A. Contractor.</p> <p>13 Q. And it's your testimony that he told you he</p> <p>14 was on a H-1B visa?</p> <p>15 A. Yes.</p> <p>16 Q. Did anyone else from Capsugel tell you they</p> <p>17 were on an H-1B visa?</p> <p>18 A. They all are.</p> <p>19 Q. That's not my question. Did anyone else from</p> <p>20 Capsugel tell you that?</p> <p>21 A. Yes.</p> <p>22 Q. Who?</p> <p>23 A. Yokesh, Prakash, and -- oh my goodness.</p> <p>24 There's some difficult names, See-bomb (ph) something.</p> <p>25 There's two or three more guys that told me that.</p>
Page 79	Page 81
<p>1 services agreement with Robert Half, correct?</p> <p>2 A. I know for sure that Robert Half handed my</p> <p>3 six-month long contract to them, to everybody in</p> <p>4 Capsugel, to Nuggehalli and DuPont. That I'm sure.</p> <p>5 Q. Your testimony today is you know for certainty</p> <p>6 that someone from Robert Half provided a copy of your</p> <p>7 subcontractor services agreement to individuals at</p> <p>8 Capsugel?</p> <p>9 A. Yes.</p> <p>10 Q. And the basis for that belief is what?</p> <p>11 A. Cormier phone call -- Cormier told me that on</p> <p>12 the phone.</p> <p>13 Q. So, for the record, Cormier from Robert Half</p> <p>14 told you --</p> <p>15 A. Yes.</p> <p>16 Q. -- that he provided the subcontractor services</p> <p>17 agreement that you and your company entered into with</p> <p>18 Robert Half to representatives from Capsugel?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Now, you say in paragraph nine that you</p> <p>21 believe Nuggehalli is an Indian national. Is that your</p> <p>22 belief?</p> <p>23 A. It is. He is an Indian national, yes.</p> <p>24 Q. And to your knowledge was he an employee or</p> <p>25 contractor of Capsugel?</p>	<p>1 Q. So it's your testimony that approximately four</p> <p>2 to five --</p> <p>3 A. Yes.</p> <p>4 Q. -- from Capsugel --</p> <p>5 A. Yes.</p> <p>6 Q. Hold on.</p> <p>7 A. Oh, sorry.</p> <p>8 Q. Let me ask my question --</p> <p>9 A. Yeah.</p> <p>10 Q. -- before you talk. It's your testimony that</p> <p>11 four or five people from Capsugel told you that they</p> <p>12 were on H-1B visas?</p> <p>13 A. Yeah, four sounds about right.</p> <p>14 Q. And do you know if any of those individuals</p> <p>15 were actually employed directly by Capsugel?</p> <p>16 A. They were not employed directly by Capsugel,</p> <p>17 no.</p> <p>18 Q. So the individuals who you believe who</p> <p>19 allegedly told you they were on H-1B visas were all like</p> <p>20 you, contractors, correct?</p> <p>21 A. Yes.</p> <p>22 Q. In paragraph 11 you state that you were</p> <p>23 instructed to transition your duties to three</p> <p>24 individuals from India, correct?</p> <p>25 A. Yes. Yes.</p>

21 (Pages 78 to 81)

MARTINO RIVAPLATA**5/14/2019**

Page 82	Page 84
<p>1 Q. Who gave you that instruction?</p> <p>2 A. Nuggehalli.</p> <p>3 Q. Was that in the meeting that he told you that</p> <p>4 your services were no longer going to be needed or was</p> <p>5 it a subsequent meeting?</p> <p>6 A. No, that was before.</p> <p>7 Q. It was before what?</p> <p>8 A. Before he told me to go.</p> <p>9 Q. So before you learned that --</p> <p>10 A. Terminated.</p> <p>11 Q. -- that your services weren't going to be</p> <p>12 needed, he had already told you to transition the duties</p> <p>13 to three other individuals?</p> <p>14 A. Yes.</p> <p>15 Q. Did you ask him at that time why he was asking</p> <p>16 you to do that if you thought you were going to still be</p> <p>17 working there for nine more months?</p> <p>18 A. No.</p> <p>19 Q. And are the individuals listed in the last</p> <p>20 sentence of paragraph 11 the three individuals he told</p> <p>21 you to transition your duties to?</p> <p>22 A. Those three there?</p> <p>23 Q. Yes.</p> <p>24 A. Yes, they are. Those are the guys that were</p> <p>25 in the meeting, yes.</p>	<p>1 this gentleman named DuPont -- he's not American either.</p> <p>2 He's not from India. He's from France. I don't know</p> <p>3 where he's from. So he threw me in this office. I</p> <p>4 don't think that's proper. I'm the first day for God's</p> <p>5 sake. I drove all the way from Dallas to work for you</p> <p>6 and you treat me like I'm garbage or something. It was</p> <p>7 a hard awakening for me. But anyway, that's one.</p> <p>8 Second, as I was working, I was</p> <p>9 participating in meetings like I'm meeting like in this</p> <p>10 conference room like this. I was the only American in</p> <p>11 all India nationals here. So we were talking about the</p> <p>12 project, the HANA project and the BPC project. It was</p> <p>13 going well, blah, blah, blah. We finish working that</p> <p>14 project, and they turn around and look at me and say</p> <p>15 Martino, you can leave because you don't belong here</p> <p>16 anymore because Indian meeting. I said okay. All I did</p> <p>17 was stand up and walk out. They did that to me twice.</p> <p>18 They said to me like this: Martino, you can leave, this</p> <p>19 is all Indians. You don't belong at this meeting. You</p> <p>20 can go. This is an all-Indian meeting. You can go. He</p> <p>21 mentioned Indians. I just left. They did that to me</p> <p>22 twice.</p> <p>23 And then the other thing is that I</p> <p>24 noticed there's 95 percent of Indian nationals working</p> <p>25 in that company and all contractors. Americans probably</p>
Page 83	Page 85
<p>1 Q. And do you know if any of those three</p> <p>2 individuals are actually directly employed by Capsugel?</p> <p>3 A. No.</p> <p>4 Q. It's your belief they're all contractors?</p> <p>5 A. Yes.</p> <p>6 Q. And are any of those three individuals folks</p> <p>7 who told you that they were on an H-1B visa?</p> <p>8 A. Yokesh is one of them. The other two are no,</p> <p>9 those are -- they bid this -- no, I don't know.</p> <p>10 Q. It's your belief that those three individuals</p> <p>11 are all from India?</p> <p>12 A. Yes, sir.</p> <p>13 Q. Did any of those three tell you they're from</p> <p>14 India?</p> <p>15 A. Yes.</p> <p>16 Q. They all did?</p> <p>17 A. Yes.</p> <p>18 Q. And you're alleging in this lawsuit that you</p> <p>19 personally were discriminated against by Capsugel,</p> <p>20 correct?</p> <p>21 A. Yes.</p> <p>22 Q. And what's the basis for your belief that you</p> <p>23 were discriminated against?</p> <p>24 A. Well, there are many areas where I felt that I</p> <p>25 was discriminated against. The very first day, what</p>	<p>1 me and 10 more, so it's 95 percent. That pretty much</p> <p>2 told me, in my mind, and I felt discrimination</p> <p>3 completely. And other instances -- those were the major</p> <p>4 instances. They said go because I don't belong there.</p> <p>5 The parking lot it seemed like it was all Indian. I was</p> <p>6 the only American there. This guy DuPont -- and the</p> <p>7 fact that I saw information from my lawyer spreadsheet</p> <p>8 where I saw that it's 95 percent Indian nationals and</p> <p>9 it's only 5 percent Americans there including me.</p> <p>10 So all those things, little details made</p> <p>11 me to believe I was discriminated. That's why they</p> <p>12 fired me that day like it's nothing. They opened the</p> <p>13 door, five seconds and I was gone. And they did not</p> <p>14 treat this to treat Indians, so obviously they don't</p> <p>15 like my nationality. I had to conclude that. That's</p> <p>16 it. Those are the instances.</p> <p>17 Q. So you think you were discriminated against</p> <p>18 for your nationality --</p> <p>19 A. Yes.</p> <p>20 Q. Hold on. For the rest of the day let me ask</p> <p>21 my questions.</p> <p>22 You think you were discriminated against</p> <p>23 because of your nationality because Danny DuPont in 2017</p> <p>24 just put you in an office and didn't really warmly greet</p> <p>25 you, correct?</p>

22 (Pages 82 to 85)

MARTINO RIVAPLATA**5/14/2019**

Page 86	Page 88
<p>1 A. I think so, yes.</p> <p>2 Q. You also think you were treated differently</p> <p>3 because at least on two occasions you were in meetings</p> <p>4 with your colleagues and they told you that you could go</p> <p>5 ahead and leave because this was an all-Indian meeting?</p> <p>6 A. That's correct.</p> <p>7 Q. And your testimony is you were specifically</p> <p>8 told you did not belong in the meeting because you were</p> <p>9 not Indian or you just didn't need to be in the meeting</p> <p>10 any longer? What's your testimony on that?</p> <p>11 A. What they said is you do not need to be here</p> <p>12 because this is an all-Indian meeting. You don't belong</p> <p>13 here.</p> <p>14 Q. Who is the "they" that made that comment to</p> <p>15 you?</p> <p>16 A. You know, there was a lot of Indian nationals</p> <p>17 in that meeting, and it probably was one of the guys</p> <p>18 that worked in the infrastructure or some kind of the</p> <p>19 IT. He used to be in charge of the ICT. It was a</p> <p>20 group, they handle -- they have an offshore company</p> <p>21 called HCL that worked for Capsugel. One of those guys</p> <p>22 said it.</p> <p>23 Q. So can you identify today by name one of the</p> <p>24 individuals who told you you don't belong in this</p> <p>25 meeting, this is an all Indian meeting?</p>	<p>1 ones, but I might recall later. I don't recall it right</p> <p>2 now.</p> <p>3 Q. Who do you believe made the decision at</p> <p>4 Capsugel to end your assignment there?</p> <p>5 A. Can you repeat that?</p> <p>6 Q. Sure. Who do you believe at Capsugel made the</p> <p>7 decision to end your assignment?</p> <p>8 A. To end, ah. I think -- and I telling you this</p> <p>9 from experience. I'm a veteran on this 20 years, and I</p> <p>10 think that decision was made by the Indian people, those</p> <p>11 Indians that I named over there; Yokesh and Muralidhar,</p> <p>12 and, yeah.</p> <p>13 Q. So it's your belief that contractors engaged</p> <p>14 by Capsugel made the decision for Capsugel to end your</p> <p>15 assignment?</p> <p>16 A. Yes.</p> <p>17 Q. You and your company CPM also allege in this</p> <p>18 lawsuit that Capsugel interfered with your contract with</p> <p>19 Robert Half, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And is it your contention in this case that</p> <p>22 Capsugel interfered with that contract by terminating</p> <p>23 your assignment after you had worked there for just</p> <p>24 three months?</p> <p>25 A. Yes.</p>
Page 87	Page 89
<p>1 A. I didn't know him by name, but I know he works</p> <p>2 for HCL in the infrastructure department. But at that</p> <p>3 meeting Nuggehalli was present. Yokesh was present.</p> <p>4 Q. Were any other comments made to you that you</p> <p>5 believe were discriminatory during the time that you</p> <p>6 provided services at Capsugel?</p> <p>7 A. Those two were the most discriminatory to me.</p> <p>8 Q. But I'm asking you were there any other ones?</p> <p>9 A. No, not that I recall. I mean, I'm sorry.</p> <p>10 Not that I recall.</p> <p>11 Q. That's fine. Did anybody at Capsugel ever say</p> <p>12 anything to you that you believed was negative, rude or</p> <p>13 offensive about the fact that you are from Peru?</p> <p>14 A. I don't recall that.</p> <p>15 Q. Did anybody at Capsugel say anything rude or</p> <p>16 negative to you or something that you found offensive</p> <p>17 because of the fact that you are a United States</p> <p>18 citizen?</p> <p>19 A. Yes.</p> <p>20 Q. What?</p> <p>21 A. The two incidents that they told me to leave</p> <p>22 because I don't belong here because I'm American and</p> <p>23 they're Indians.</p> <p>24 Q. Anything else?</p> <p>25 A. I don't recall. Those are the most shocking</p>	<p>1 Q. Is there anything else that you are claiming</p> <p>2 in this lawsuit that Capsugel did to tortiously</p> <p>3 interfere with your contract with Robert Half?</p> <p>4 A. No. Those two things. No.</p> <p>5 Q. Just that one thing, right?</p> <p>6 A. Yeah, interference, tortious interference.</p> <p>7 Q. Which, for the record, was just simply</p> <p>8 Capsugel ending your assignment after three months,</p> <p>9 correct?</p> <p>10 A. Yes.</p> <p>11 Q. (By Mr. Parker) : All right. I don't have</p> <p>12 any further questions. Thank you for your time, sir.</p> <p>13 Pass the witness.</p> <p>14 MR. CLARK: We'll reserve our questions.</p> <p>15 MR. PARKER: All right. Thank you, sir.</p> <p>16 (End of proceedings, 12:14 p.m.)</p> <p>17 * * * * *</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

23 (Pages 86 to 89)

MARTINO RIVAPLATA

5/14/2019

Page 90

1 CHANGES AND SIGNATURE

2 WITNESS NAME: MARTINO RIVAPLATA

3 DATE OF DEPOSITION: TUESDAY, MAY 14, 2019

4 PAGE/LINE CHANGE

REASON

5 7/13 there's a lot of work there

Misspoken

6 17/21 Yes, I was also supervised by Lynn Horowitz

Recalled Afterwards

7 36/13 Westlake

Misspoken

8 38/18 No, I went to Saint Thomas in Lima

Correction

9 40/13 Yes, to Nugehalli and Danny Dupont

Correction

10 62/15 Yes, he said

Correction

11 66/7 No, only Yokesh and Prakash

Correcion

12 67/22 Yes, Sir

Correction

13 78/23 I know for sure he received a copy of CPM's
subcontractor services with Robert Half

Correction

14 84/16 because It's an only-Indian meeting

Correction

15 87/10 I recall another instance when Yokesh
expressed bad about Michael Mars,
saying that he was just a very private white kid

Recalled Afterwards

16

17

18

19

20

21

22

23

24 I, MARTINO RIVAPLATA, have read the foregoing

25 deposition and hereby affix my signature that same is

MARTINO RIVAPLATA

5/14/2019

Page 91

1 true and correct, except as noted above.

2

3

MARTINO RIVAPLATA

4

MARTINO RIVAPLATA

5

STATE OF Colorado)

6

COUNTY OF Arapahoe)

7

8

Before me John Hershey on this day

9

personally appeared MARTINO RIVAPLATA, known to me or

10

proved to me under oath or through Texas ID card

11

(description of identity card or other document) to be

12

the person whose name is subscribed to the foregoing

13

instrument and acknowledged to me that they executed the

14

same for the purposes and consideration therein

15

expressed.

16

Given under my hand and seal of office this the

17

29th day of June, 2019.

18

19

John Hershey

20

JOHN HERSHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20154035365
MY COMMISSION EXPIRES SEPTEMBER 08, 2019

NOTARY PUBLIC IN AND FOR

21

THE STATE OF Colorado

22

COMMISSION EXPIRES: 09/08/2019

23

24

25

MARTINO RIVAPLATA**5/14/2019**

Page 90	Page 92
1 CHANGES AND SIGNATURE	1 IN THE UNITED STATES DISTRICT COURT
2 WITNESS NAME: MARTINO RIVAPLATA	2 FOR THE NORTHERN DISTRICT OF TEXAS
3 DATE OF DEPOSITION: TUESDAY, MAY 14, 2019	3 DALLAS DIVISION
4 PAGE/LINE CHANGE REASON	4
5 _____	5 CPM CONSULTING, LLC and)
6 _____	6 MARTINO RIVAPLATA,)
7 _____	7 Plaintiffs,)
8 _____	8 VS.) CIVIL ACTION NO.
9 _____	9) 3:17-cv-03059-S
10 _____	10 CAPSUGEL US, LLC,)
11 _____	11)
12 _____	12 Defendant.)
13 _____	13 REPORTER'S CERTIFICATE TO THE
14 _____	14 ORAL DEPOSITION OF
15 _____	15 MARTINO RIVAPLATA
16 _____	16 TUESDAY, MAY 14, 2019
17 _____	17 I, Terri Etekochay, Certified Shorthand
18 _____	18 Reporter in/for the State of Texas, hereby certify:
19 _____	19 That the witness, MARTINO RIVAPLATA, duly
20 _____	20 sworn and that the transcript of the deposition is a
21 _____	21 true record of the testimony given by the witness;
22 _____	22 That the deposition transcript was duly
23 _____	23 submitted on May 31, 2019 to the witness via
24 I, MARTINO RIVAPLATA, have read the foregoing	24 his counsel, for examination, signature, and return
25 deposition and hereby affix my signature that same is	25 by July 5, 2019 (30 days per Federal
	Rules of Civil Procedure);
Page 91	Page 93
1 true and correct, except as noted above.	1 That pursuant to information given to the
2	2 deposition officer at the time said testimony was
3	3 taken, the following includes all parties of record
4	4 and the amount of time used by each party at the time
5	5 of the deposition:
6	6 APPEARING FOR THE PLAINTIFF(S):
7	7 TIME: 00:00
8	8 STEVEN CLARK
9	9 Texas State Bar No. 04294800
10	10 Clark Firm PLLC
11	11 5445 La Sierra Drive, Suite 415
12	12 Dallas, Texas 75231
13	13 Telephone: (214) 890-4066
14	14 APPEARING FOR THE DEFENDANT(S):
15	15 TIME: 1:48
16	16 TALLEY PARKER
17	17 Texas State Bar No. 24065872
18	18 Jackson Lewis P.C.
19	19 500 North Akard
20	20 Suite 2500
21	21 Dallas, Texas 75201
22	22 Telephone: (214) 520-2400
23	23 I further certify that I am neither counsel
24	24 for, related to, nor employed by any of the parties
25	25 in the action in which this proceeding was taken,
	and further that I am not financially or otherwise
	interested in the outcome of this action.
	Further certification requirements pursuant to
	Rule 203 of the Texas Code of Civil Procedure will
	be complied with after they have occurred.

24 (Pages 90 to 93)

MARTINO RIVAPLATA

5/14/2019

Page 94

1 Certified to by me on this the 25th day of
2 May, 2019.



3 *T. Etekochoy*
4 TERRI ETEKOCHAY, CSR, RPR
5 Texas CSR No. 8283, 1/31/21
6 Elite Deposition Technologies
7 Firm Registration No. 10110
8 400 N. St. Paul Street
9 Suite 1340
10 Dallas, Texas 75201
11 214.698.5199
12 www.EliteDeps.com
13
14
15
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23
24
25

25 (Page 94)

ELITE DEPOSITION TECHNOLOGIES

214-698-5199

APP. 033

EXHIBIT B

***** CONFIDENTIAL *****

Page 1

CONFIDENTIAL

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

- - - - -x

CPM CONSULTING, LLC and
MARTINO RIVAPLATA,
Plaintiffs,

v.

CIVIL ACTION NO.
3:17-cv-03059-S

CAPSUGEL US, LLC,

Defendant.

- - - - -x

200 Headquarters Plaza
East Tower, 7th Floor
Morristown, New Jersey

Thursday, 6/13/2019
10 a.m.

CONFIDENTIAL VIDEOTAPED DEPOSITION of
MURALIDHAR N. NUGGEHALLI, a nonparty in the
above-entitled action, held at the above time and
place, taken before Viola S. Zborowski, a Shorthand
Reporter and Notary Public of the State of New
Jersey, pursuant to the Federal Rules of Civil
Procedure, Notice and stipulations between Counsel.

* * *

Exhibit
D

* * *

NO.	DESCRIPTION	PAGE
P-15	Confidential Document Bates stamped CPM 0305 through 0307	74
P-16	Document entitled, "Overview Actions," Bates stamped Capsugel 000072 through 74	79
P-17	Invoice No. 0045060, Bates stamped Capsugel 000726 through 000782	83
P-18	Invoice from Robert Half, Bates stamped Capsugel 000724 through 725	84
P-19	Memo dated 7/27/17, Bates stamped Capsugel 000031 through 033	88
P-20	Memo dated 10/6/17, Bates stamped Capsugel 000036 through 038	89
P-21	Document entitled, "Screenshots of a Portion of Capsugel 000852"	92
P-22	Plaintiffs' Second Amended Complaint	93
P-23	Document entitled, "Title 8 - Aliens and Nationality, Page 362"	97
P-24	Document entitled, "Justice News"	100
P-25	Defendant's Objections and Answers to Plaintiffs' First Set of Interrogatories	100
P-26	Defendant's Supplemental Objections and Responses to Plaintiff's First Requests for Production of Documents	102

INDEX		PAGE
EXAMINATIONS BY MR. CLARK:		6
EXHIBITS		
NO.	DESCRIPTION	PAGE
P-1	Plaintiff's First Amended Notice of Oral Deposition	5
P-2	Document entitled, "Professional Profile," Bates stamped Capsugel 000397 through 000403	5
P-3	Spreadsheet	26
P-4	E-mail dated 3/29/2017, Bates stamped Capsugel 000001 through 000002	39
P-5	E-mail dated 3/30/17, Capsugel 000006 to 000009	47
P-6	Document entitled, "Statement of Work for Robert Half Technology & The Creative Group," Bates stamped Capsugel 000039 through 000042	48
P-7	Memo dated 3/30/17, Bates stamped CPM 0072 through 76	51
P-8	Document entitled, "Robert Half Technology Subcontractor Services Agreement," Bates stamped Capsugel 000090 through 911	53
P-9	Document entitled, "Inbox - MARTINO.RIVALTA@CAPSUGEL.COM - Outlook," Bates stamped CPM -237	57
P-10	Document entitled, "Screenshots of a portion of Capsugel 001028 - Part 1 of 2"	60
P-11	Document entitled, "Screenshots of a Portion of Capsugel 001030 - Part 1 of 4"	63
P-12	Memo dated 6/7/2017, Bates stamped Capsugel 000015 through 17	66
P-13	Memo dated 6/15/17, Bates stamped Capsugel 000034 through 35	67
P-14	Document entitled, "Screenshots of a Portion of Capsugel 001031 - Part 1 of 2"	70

THE VIDEOGRAPHER: Will the court reporter please identify herself and swear in the witness.

***** CONFIDENTIAL *****

3 (Pages 6 to 9)

Page 6	Page 8
<p>1 MURALIDHAR N. NUGGEHALLI, doing business at Lonza, 2 412 Mt. Kemble Avenue, Morristown, New Jersey, 07940, 3 having first been duly sworn by the Notary Public, 4 was examined and testified as follows: 5 EXAMINATION BY MR. CLARK: 6 Q. Would you state your full name for the 7 record, please? 8 A. I'm local to New Jersey. 9 Q. No, no, your full name for the record. 10 A. Muralidhar Nuggehalli. 11 Q. All right. And you -- you reside here 12 in New Jersey; is that correct? 13 A. Yes. 14 Q. And my name is Steve Clark. I'm the 15 plaintiff's counsel in the case. I'm going to be 16 taking your deposition here today. I'd like to reach 17 an agreement with you -- with you at the beginning 18 and that is if I put any questions to you that you 19 don't understand or are confusing, will you let me 20 know and I'll try to repeat or rephrase the question? 21 A. Yes. 22 Q. And for the court reporter's purpose it 23 will be helpful, sometimes I talk a little slower, 24 let me finish the question before you start the 25 answer, even though you know the answer may be kind</p>	<p>1 with all the exhibits that was -- that was shared 2 with us from the plaintiff, and we went through that 3 and those were some of the things that we went 4 through. 5 Q. Okay. So did you read Mr. Rivapлата's 6 deposition transcript? 7 A. Yes, I did, um-hum. 8 Q. Did you review any other documents? 9 A. The contract that was shared with CPM 10 and -- and -- and Martino Rivapлата. 11 Q. Now, just so we can be clear, is that 12 the Robert Half contract with CPM? 13 A. With CPM, yes. 14 Q. Okay. And then Capsugel actually had a 15 statement of work with Robert Half as well? 16 A. That's correct. 17 Q. Okay. Besides the depo transcript and 18 the contract with CPM, were there any other documents 19 that you looked at? 20 A. All the documents we already shared with 21 our counsel here. All the items related to Martino's 22 e-mails and all the documents -- e-mail documents 23 that when he was working for us. 24 Q. One of the things I was going to ask you 25 about, is did you during -- you were Mr. Rivapлата's</p>
Page 7	Page 9
<p>1 of obvious to you. 2 A. Yes. 3 Q. All right. If you need to take a break 4 at any time let me know. All right? 5 A. Yes. 6 MS. UREMOVICH: Steve, can we put on the 7 record we'll be doing this pursuant to the rules? 8 (A discussion is held off the record.) 9 MS. UREMOVICH: Back on the record. I 10 would like also like the witness to have an 11 opportunity to read and sign the deposition, please. 12 MR. CLARK: Yeah, we'll take -- we'll be 13 taking the deposition pursuant to the Federal Rules. 14 MS. UREMOVICH: Agreed. 15 MR. CLARK: And it's being taken by 16 notice. 17 Q. And Plaintiff's Exhibit 1 is a copy of 18 the deposition notice for your deposition here today. 19 Do you see that? 20 A. Yes. 21 Q. All right. Can you tell me what you did 22 to prepare for your deposition? And again I'm not 23 asking about conversations with counsel, but 24 otherwise, what did you do to prepare? 25 A. We just had a preliminary discussion</p>	<p>1 supervisor; correct? 2 A. That's correct. 3 Q. And did you, throughout the time he was 4 employed by Capsugel at the Morristown facility, did 5 you maintain any kind of a file on him? 6 A. No, there was no file for official 7 recordkeeping. The only time -- the only 8 recordkeeping was done by Robert Half which was their 9 timekeeping system. 10 Q. Okay. So if you had team meetings or 11 one-on-one meetings with Mr. Rivapлата regarding his 12 duties, did you ever make any notes or any electronic 13 memorandums in a laptop or phone device? 14 A. Most of the meetings were related to 15 deliverables, so we did not make any official minutes 16 of meetings, but if there was any change to our work 17 packages, we would send out an e-mail, yes. 18 Q. Okay. Let me show you what I've marked 19 as Plaintiff's Exhibit 2, and ask you if you can 20 identify that. 21 A. This looks like -- like my resume. Yes, 22 it looks like my resume. 23 Q. And can you put a time frame on -- on 24 the resume that we've marked as Plaintiff's Exhibit 25 2, is that current through today or was that</p>

***** CONFIDENTIAL *****

4 (Pages 10 to 13)

Page 10	Page 12
<p>1 submitted --</p> <p>2 A. This looks like this was before I got</p> <p>3 hired into Capsugel because there is no reference of</p> <p>4 Capsugel experience here.</p> <p>5 Q. So when would you have started with</p> <p>6 Capsugel?</p> <p>7 A. 2013, February, probably the 18th. 18</p> <p>8 February 2013.</p> <p>9 THE VIDEOGRAPHER: Excuse me, counsel.</p> <p>10 We need to go off the record for a technical issue.</p> <p>11 10:03 a.m. off the record.</p> <p>12 (Discussion held off the record.)</p> <p>13 THE VIDEOGRAPHER: 10:06, back on the</p> <p>14 record.</p> <p>15 MR. CLARK: Ready to proceed? All</p> <p>16 right.</p> <p>17 Q. After a brief break, I believe the last</p> <p>18 question related to your resume, and just to</p> <p>19 summarize, Plaintiff's Exhibit 2 would be the resume</p> <p>20 you would have submitted in conjunction with your</p> <p>21 employment at Capsugel; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. And what is your current position with</p> <p>24 Capsugel?</p> <p>25 A. It is now Lonza. We have been acquired</p>	<p>1 Q. First time?</p> <p>2 A. First time.</p> <p>3 Q. Okay. And are you a U.S. citizen?</p> <p>4 A. I am currently a U.S. citizen.</p> <p>5 Q. All right. And where are you from</p> <p>6 originally?</p> <p>7 A. Originally from India.</p> <p>8 Q. Okay. And when you came -- when did you</p> <p>9 come to the U.S.?</p> <p>10 A. Sometime in 2004, May 2004. I don't</p> <p>11 know the exact dates.</p> <p>12 Q. When -- when you came in May, was it on</p> <p>13 a work visa?</p> <p>14 A. Yes, it was a H1 visa that I was -- came</p> <p>15 to the United States.</p> <p>16 Q. And who was that -- who issued that</p> <p>17 visa -- or strike that. Let me rephrase. What</p> <p>18 company sponsored that visa?</p> <p>19 A. There was a company called Caritor, it</p> <p>20 is now NTT Data through acquisitions, and</p> <p>21 subsequently it was Capgemini U.S., LLC.</p> <p>22 Q. And when you started work at Capsugel,</p> <p>23 were you still on the work visa?</p> <p>24 A. No, I was a green card holder at that</p> <p>25 time.</p>
Page 11	Page 13
<p>1 by Lonza. And I'm the head of North America finance</p> <p>2 and reporting applications.</p> <p>3 Q. Okay. Did -- and who do you report to?</p> <p>4 A. My boss is Pirmin Amherd.</p> <p>5 Q. Pirmin?</p> <p>6 A. P-I-R-M-I-N, A-M-H-E-R-D. A-M-H-E-R-D</p> <p>7 is the last name, is the name, Amherd.</p> <p>8 Q. And what is his title?</p> <p>9 A. What's -- can you repeat that question?</p> <p>10 Q. What is his title?</p> <p>11 A. His title is head of global</p> <p>12 applications.</p> <p>13 Q. When you started at Capsugel, what --</p> <p>14 what was your position?</p> <p>15 A. I was head of finance and reporting</p> <p>16 applications.</p> <p>17 Q. And did you have a different boss at</p> <p>18 that time?</p> <p>19 A. Yes, it was Mr. Danny DuPont.</p> <p>20 Q. And he would have been your boss at the</p> <p>21 time Mr. Rivaplata was retained?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Let me ask, have you ever had</p> <p>24 your deposition taken before?</p> <p>25 A. No.</p>	<p>1 Q. Okay. And just for the court's benefit,</p> <p>2 what is a green card holder?</p> <p>3 A. A permanent resident.</p> <p>4 Q. Okay. So that would be the next step --</p> <p>5 step up from the work visa; correct?</p> <p>6 A. Yes.</p> <p>7 Q. The way the work visa works, is a</p> <p>8 company sponsors that visa for you to come to the</p> <p>9 United States and work; is that correct?</p> <p>10 A. That's correct.</p> <p>11 Q. And then you can obtain the green card,</p> <p>12 and then that allows you to work for anyone in the</p> <p>13 U.S., correct?</p> <p>14 A. That's correct.</p> <p>15 Q. Is that the primary difference --</p> <p>16 A. That's correct.</p> <p>17 Q. -- to your understanding?</p> <p>18 A. That's correct.</p> <p>19 Q. Then you can apply for citizenship?</p> <p>20 A. Yes.</p> <p>21 Q. Which you did. Okay. And I believe you</p> <p>22 said that the company is now owned by Lonza; is that</p> <p>23 correct?</p> <p>24 A. Yes, we are now one, Lonza.</p> <p>25 Q. Okay. So is there a Capsugel anymore or</p>

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5 (Pages 14 to 17)

Page 14	Page 16
<p>1 is it Lonza?</p> <p>2 A. Capsugel as a legal entity still exists,</p> <p>3 but as a corporate overall entity it doesn't exist.</p> <p>4 It is now a part of the Lonza umbrella.</p> <p>5 Q. Okay. Now, we're here today in</p> <p>6 Morristown, New Jersey, and is that where the</p> <p>7 facility is located that you worked out of?</p> <p>8 A. Yes, our headquarters is still in</p> <p>9 Morristown. It's 412 Mount Kemble Avenue.</p> <p>10 Q. Okay. And how many departments are</p> <p>11 housed in Morristown?</p> <p>12 A. I don't know the exact answer to it, but</p> <p>13 all the corporate functions, including global IT,</p> <p>14 global finance, global hedge fund, global legal, all</p> <p>15 the C-level execs -- global HR, legal, finance,</p> <p>16 compliance. Those are some of the departments that I</p> <p>17 know of. And all the CEOs, CFOs CMOs, all the</p> <p>18 C-level executives.</p> <p>19 Q. And has that been pretty consistent from</p> <p>20 the time you began working at Capsugel?</p> <p>21 A. Yes.</p> <p>22 Q. So when you first began working at</p> <p>23 Capsugel, can you kind of describe what your duties</p> <p>24 and responsibilities were?</p> <p>25 A. I was hired to come into Capsugel to</p>	<p>1 A. -- that number.</p> <p>2 Q. Right.</p> <p>3 A. It does not include any of our vendors,</p> <p>4 contractors.</p> <p>5 Q. Okay. What I kind of want to get a</p> <p>6 handle on is when you first began working at</p> <p>7 Capsugel, did the company utilize both employees and</p> <p>8 contractors?</p> <p>9 A. That's a normal practice, yes.</p> <p>10 Q. Yeah. And do you have any idea what</p> <p>11 percentage of the workforce represented contractors</p> <p>12 as opposed to employees?</p> <p>13 A. I don't have the exact number with me,</p> <p>14 no.</p> <p>15 Q. The best approximation?</p> <p>16 A. If I were to -- I -- I don't know the</p> <p>17 answer to it, because if you go by revenue or you go</p> <p>18 by personnel, it changes, the ratio changes. I don't</p> <p>19 know the answer to it.</p> <p>20 Q. Okay. What if we just asked the</p> <p>21 question in terms of personnel?</p> <p>22 A. Personnel? I would say, about -- we had</p> <p>23 about at any given point in time -- it also depends</p> <p>24 on the new CapEx projects that we have, about 20.</p> <p>25 Q. And did those contractors come from, you</p>
Page 15	Page 17
<p>1 build up the overall SAP finance applications and</p> <p>2 reporting applications. Capsugel in itself was</p> <p>3 divestments from Pfizer, so we had to let go of all</p> <p>4 of the Pfizer systems and build up our own systems.</p> <p>5 And that's what my main responsibility was to bring</p> <p>6 up all these new systems.</p> <p>7 Q. Okay. And then as far -- in the</p> <p>8 department that you were head -- you were a part of</p> <p>9 at that time was what again? I'm sorry.</p> <p>10 A. Global IT.</p> <p>11 Q. Global IT.</p> <p>12 A. IT stands for information technology.</p> <p>13 Q. Right, got you. So how big a department</p> <p>14 at the time you began working there was global IT?</p> <p>15 A. Globally we had 33 people, and</p> <p>16 Morristown I can't really -- I don't know the exact</p> <p>17 answer to it.</p> <p>18 Q. Okay. Of the 33, how many of those were</p> <p>19 actual employees?</p> <p>20 A. All of them.</p> <p>21 Q. Okay. When you say 33, then we're</p> <p>22 talking about --</p> <p>23 A. I'm -- I'm referring to just global</p> <p>24 employees only when I gave you --</p> <p>25 Q. Right.</p>	<p>1 know, various staffing companies?</p> <p>2 A. We had two main vendors, Headseal</p> <p>3 (phonetic) and PwC, who are preferred vendors and</p> <p>4 most of the contractors came through them.</p> <p>5 Q. Give me the names again.</p> <p>6 A. PWC, PricewaterhouseCoopers.</p> <p>7 Q. Okay.</p> <p>8 A. Headseal for our network and</p> <p>9 infrastructure, and then if capacity exceeded that or</p> <p>10 if we didn't get any extra skill set, then we would</p> <p>11 go to other vendors.</p> <p>12 Q. And you said there were two main</p> <p>13 vendors. So kind of just take me through the process</p> <p>14 of how contractors would be brought on board.</p> <p>15 A. So there are two main pieces when we</p> <p>16 engage our contractors. One is for any new projects</p> <p>17 that we bring on. For example, it could be a new</p> <p>18 project because of a merger or it could be a new</p> <p>19 piece of work package because of merger and things</p> <p>20 like that or it could be onboarding a new site to a</p> <p>21 new system, so that's when we onboard contractors.</p> <p>22 And for our existing maintenance and support, we keep</p> <p>23 the lights on, for example, if I get a daily ticket</p> <p>24 or a question from an end user, we have contractors</p> <p>25 to support that as well.</p>

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6 (Pages 18 to 21)

<p style="text-align: right;">Page 18</p> <p>1 Q. And as far as bringing -- bringing the</p> <p>2 contractors on for one of these functions through</p> <p>3 these two main vendors, can you walk me through the</p> <p>4 process?</p> <p>5 A. Typically, there's a -- a master</p> <p>6 services agreement because they are our main vendors.</p> <p>7 So we have to source all of our contractors from</p> <p>8 there. But then sometimes when we have to engage</p> <p>9 some specific skill sets that they don't have or they</p> <p>10 don't have at the right time, they come provided to</p> <p>11 us at the right time, then we look at other vendors.</p> <p>12 But onboarding the vendor is as -- once we have the</p> <p>13 MSA, we have the SOW for the specific piece of work</p> <p>14 and once the SOW is signed, the purchase order is</p> <p>15 issued. And then we give access to our consultants,</p> <p>16 to our systems. That's typically the onboarding</p> <p>17 process.</p> <p>18 Q. So the MSA is the master service</p> <p>19 agreement?</p> <p>20 A. Master service agreement.</p> <p>21 Q. And then the state -- SOW or statement</p> <p>22 of work would be for the particular --</p> <p>23 A. Project.</p> <p>24 Q. -- project itself? And then there would</p> <p>25 be a PO issued?</p>	<p style="text-align: right;">Page 20</p> <p>1 A. There's no fixed timeline. SOWs are</p> <p>2 very time specific. They talk about duration.</p> <p>3 That's pretty much in the SOW that we have.</p> <p>4 Q. Are you familiar with the term</p> <p>5 six-months plus?</p> <p>6 A. I have just seen that on the Robert Half</p> <p>7 contract, but on the Capsugel side we don't use any</p> <p>8 plus. It's very clear in terms of months.</p> <p>9 Q. Excuse me?</p> <p>10 A. It's very clear in terms of months when</p> <p>11 we write our SOWs.</p> <p>12 Q. Okay. Going back to the question, I --</p> <p>13 though, are you familiar with that term?</p> <p>14 A. No.</p> <p>15 Q. Is that an industry term?</p> <p>16 A. I'm not.</p> <p>17 Q. And was there -- were there specific</p> <p>18 durations of time -- or strike that.</p> <p>19 Were there -- were there standard</p> <p>20 durations of time that were utilized in the SOW or</p> <p>21 did they vary?</p> <p>22 A. They vary based on SOW and exact work</p> <p>23 that is defined for that specific item.</p> <p>24 Q. Okay. So can you kind of give me an</p> <p>25 example? We know the SOW in this particular case, I</p>
<p style="text-align: right;">Page 19</p> <p>1 A. PO for specific work packages.</p> <p>2 Q. Okay. Now if you had to go outside of</p> <p>3 the two primary vendors, was there a different</p> <p>4 process or was it basically the same?</p> <p>5 A. We still had a vendor approved list</p> <p>6 which is maintained by our procurement group. And we</p> <p>7 have to pick from those preferred vendors, and those</p> <p>8 vendors can source their candidates from anywhere.</p> <p>9 Typically that's how it works. And that's -- we</p> <p>10 chose Robert Half in this case for Martino's</p> <p>11 engagement.</p> <p>12 Q. Okay. And had you worked with Robert</p> <p>13 Half before?</p> <p>14 A. A lot of other functions had, but this</p> <p>15 was my first experience with Robert Half.</p> <p>16 Q. And just for the record, Robert Half was</p> <p>17 a staffing company?</p> <p>18 A. It is a staffing company that provides</p> <p>19 staffing for all functions, information technology,</p> <p>20 HR, accounting.</p> <p>21 Q. I'm trying to ask the question broadly</p> <p>22 and then if we need to kind of narrow it down, we can</p> <p>23 focus on that. But when outside contractors were</p> <p>24 brought in, was there a typical period of time that</p> <p>25 they were engaged, their services were engaged for?</p>	<p style="text-align: right;">Page 21</p> <p>1 think, was three months --</p> <p>2 A. Three months, yes.</p> <p>3 Q. -- as it related to the SOW between --</p> <p>4 A. Capsugel.</p> <p>5 Q. -- Robert Half and Capsugel --</p> <p>6 MS. UREMOVICH: Let him ask you the</p> <p>7 question first.</p> <p>8 Q. Would -- were they done in increments of</p> <p>9 three months or could they be as long as a year, for</p> <p>10 example?</p> <p>11 A. The SOWs define the timeline.</p> <p>12 Q. Right.</p> <p>13 A. If the scope of the work grows, then we</p> <p>14 add addendums to increase it if required.</p> <p>15 Q. Okay. So that's -- that's kind of what</p> <p>16 I'm trying to get at is, was there a standard initial</p> <p>17 period that was utilized and -- and then additions</p> <p>18 depending on whether the work justified it or not?</p> <p>19 A. I don't know if there is a standard, but</p> <p>20 it's defined on the work packages which is more</p> <p>21 project specific.</p> <p>22 Q. Okay. Could -- could the SOW be as much</p> <p>23 as six months?</p> <p>24 A. If the project requires six months, yes,</p> <p>25 it can be.</p>

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7 (Pages 22 to 25)

Page 22

1 Q. Okay. Now, let's talk about Martino,
2 specifically. What was the need that required his
3 services at the time?

4 A. So during 2017, June, we were
5 going -- we were -- we had to go through a merger, so
6 we had to prep for that June time, June/July time
7 frame. So we had to consolidate a few reporting
8 aspects and also we had to report to the new
9 corporate identity. So we needed extra IT help at
10 that time to make all this happen before June and
11 July go live.

12 Q. And how many persons were engaged to
13 perform those services?

14 A. For just this project, we had leveraged
15 an excellent consultant, that's Martino in this case,
16 but we also leveraged some of our internal support
17 that we already had as well.

18 Q. Okay. So Martino would have been the
19 only external consultant?

20 A. External, yes.

21 Q. And was the main reason he was chosen is
22 that he could work on more than one aspect of the
23 consolidation and merger?

24 A. We had at -- our job description asked
25 for two -- two systems that we wanted help with, SAP

Page 24

1 PwC offshore team.

2 Q. Okay. And so were -- were there
3 specific individuals from that PwC offshore team that
4 were involved in this project --

5 A. Yes.

6 Q. -- that would have been working
7 alongside Martino?

8 A. So we had Venugopal, V-E-N-U-G-O-P-A-L,
9 and Karunankar Muppaneni, K-A-R-U-N-A-N-K-A-R.

10 Q. K-A-R --

11 A. -- U-N-A-N-K-A-R, Karunankar. So those
12 two individuals were helping us with the project on
13 the HANA site. Make sure I did that right, please.

14 Q. They were HANA?

15 A. Yeah.

16 Q. Is it Hannah or HANA?

17 A. It's the same, H-A-N-A. I can't
18 pronounce it.

19 Q. And then --

20 A. We had Yokesk was working on our BPC
21 system already. He was helping with the BPC.

22 Q. Okay. All these -- these were -- how
23 many of these three were actual employees?

24 A. None of them.

25 Q. So they were all contractors?

Page 23

1 HANA, H-A-N-A, and SAP BPC, these are our systems
2 which we use for accounting and reporting. And we
3 found a skill set that -- that could do both and
4 that's why Rob -- Martino was engaged on this
5 contract.

6 Q. Okay. Because he had the skill set to
7 do both?

8 A. Correct.

9 Q. The HANA and the BPC?

10 A. That's correct.

11 Q. And just again for the benefit of those
12 not familiar, these are accounting systems; is that
13 correct?

14 A. SAP BPC is an accounting system. SAP
15 HANA is more a reporting system.

16 Q. Okay. And the challenge was trying to
17 integrate Capsugel with Lonza for the merger; is that
18 correct?

19 A. We were getting ready for the merger, so
20 we had to build more reports. We had to consolidate
21 our financials, that's why we brought on extra help.

22 Q. Now, you said in addition to external,
23 you also utilized internal as well; is that correct?

24 A. Yes. When I say internal, our preferred
25 vendors were already working with us, which is the

Page 25

1 A. Yes.

2 Q. Were they all Indian contractors?

3 A. Different Indians.

4 Q. Different regions, but -- but were they
5 from India?

6 A. So Karunankar and Venugopal are from our
7 PwC Bengal office in India, and Yokesk Sivakumar,
8 Yokesk is working in our Morristown office.

9 Q. Okay.

10 MS. UREMOVICH: This may be on the
11 record, but the deposition is going to be
12 confidential.

13 MR. CLARK: Yes. So for purposes of the
14 record, some of the documents that Capsugel has
15 produced in this case have been designated as
16 confidential. So counsel has agreed that for
17 purposes of the deposition, we're designating the
18 entire deposition as confidential.

19 MS. UREMOVICH: Correct.

20 MR. CLARK: So we don't have to go
21 through and segment each and every bit of testimony
22 relating to discussion of confidential documents.
23 The documents itself that are confidential are so
24 designated. And is it agreeable -- do we need to
25 identify it at the time they're offered that they've

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8 (Pages 26 to 29)

Page 26	Page 28
<p>1 been designated or can we rely on the fact that 2 they're shown to be confidential? 3 MS. UREMOVICH: Let's just designate 4 that -- that -- that as you offer the exhibit it is 5 confidential but the entire -- but we have agreed 6 that the entire deposition is marked confidential. 7 MR. CLARK: Okay. 8 MS. UREMOVICH: Thank you. 9 MR. CLARK: Let's mark this as 10 Plaintiff's Exhibit 3. 11 (Exhibit P-3, Spreadsheet was received 12 and marked for identification.) 13 MS. UREMOVICH: Thank you. 14 Q. I'm going to show you what has now been 15 marked as Plaintiff's Exhibit 3, and this is a -- 16 been designated as a confidential document produced 17 by Capsugel in this case to the plaintiffs. Can you 18 identify the document? 19 A. Yes. 20 Q. Just generally. 21 A. This seems to be our HR record. 22 Q. Okay. And my understanding is, and just 23 for your benefit, the original document was produced 24 in a smaller format, but being old and unable to read 25 the small print we had it blown up a little larger</p>	<p>1 little bit -- strike that. 2 There's an MT employee and just MT. Do 3 you see that? 4 A. Yes. 5 Q. What would be the difference in the 6 designation? 7 A. So based on what I can see, for example, 8 Matthew and Martino, MT means they are physically in 9 Morristown but they're not employees but external 10 contractors. 11 Q. Okay. And if we look at the agency 12 column, that would identify the vendor that that 13 particular contractor came from; is that correct? 14 A. Yes, that looks like the vendor. 15 Q. So can you -- looking down the list, the 16 primary one is PWC which would all be offshore; 17 correct? 18 A. That's correct. 19 Q. And then there is CSC, what is that? 20 A. Computer science corporation. 21 Q. And those are also offshore? 22 A. I don't directly deal with that. That 23 is another application called sales force which I am 24 not an expert in. 25 Q. Okay. There's also HTC global services?</p>
Page 27	Page 29
<p>1 for ease of reference. But my understanding is that 2 this was a list of the personnel at the Morristown 3 facility that were working in the global IT 4 department where Martino Rivaplatá and others were -- 5 were stationed? 6 A. Yes. 7 Q. Is that correct? 8 A. So there is a mixture of offshore, which 9 means they're not physically on site. 10 Q. Okay. 11 A. And there's a -- physically people on 12 site, Morristown, it says MT employee, that's what 13 Morristown employee means. 14 Q. Okay. So just so I understand, if -- 15 and we're looking in the last column on the right -- 16 A. Uh-hum. 17 Q. -- where it says MT/offshore. So if the 18 designation is offshore, they are actually not 19 physically at Morristown? 20 A. Correct. 21 Q. But if they're listed as MT then they 22 are there? 23 A. Yes, Morristown, physically in 24 Morristown. 25 Q. Sorry. As far as MT, this seems to be a</p>	<p>1 A. Yes. So that's -- that's our -- that is 2 the area that on -- that supported me so that's the 3 vendor. 4 Q. Okay. And that would be an on-site -- 5 A. Correct. 6 Q. -- person? 7 A. That's on site. 8 Q. And then if we look at the second column 9 to the right of the person's name, that's employee 10 type, so there would be -- the designations would 11 either be contingent or regular; is that correct? 12 A. That's correct. 13 Q. The regular would be actual employees? 14 A. That's correct. 15 Q. And the contingent would be contractors? 16 A. That's correct. 17 Q. And then on the -- kind of the middle of 18 the page, the column org unit name, do you see that? 19 A. Yes. 20 Q. So there are different listings, most of 21 those are Capsugel contingent workforce, Morristown. 22 But there, for example, if we look at you, you're 23 listed as SAP Center of Excellence. What is that? 24 A. This is more an HR sub organization. I 25 am not very familiar with this hierarchy.</p>

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9 (Pages 30 to 33)

Page 30	Page 32
<p>1 Q. Okay.</p> <p>2 A. But in HR they have another level of</p> <p>3 hierarchy which I am not privy to. They've divided</p> <p>4 us there.</p> <p>5 Q. So -- and then your boss Danny DuPont is</p> <p>6 listed as IT applications.</p> <p>7 A. Um-hum.</p> <p>8 Q. So SAP Center of Excellence would report</p> <p>9 to IT application; is that correct?</p> <p>10 A. That's correct.</p> <p>11 Q. And then there is -- above Danny there</p> <p>12 is a Clifford Nickelson that is shown as being global</p> <p>13 IT infrastructure.</p> <p>14 A. Um-hum.</p> <p>15 Q. How does that relate?</p> <p>16 A. So they relate to everything related to</p> <p>17 Microsoft Office tools, e-mails, office, Word, Excel,</p> <p>18 networks, that is Wi-Fi, LAN, VAN.</p> <p>19 Q. Okay.</p> <p>20 A. Those kinds of things fall into</p> <p>21 infrastructure.</p> <p>22 Q. And then there is one other category I</p> <p>23 was going to ask you about. It's Borming Chiang and</p> <p>24 for --</p> <p>25 A. Project management.</p>	<p>1 office.</p> <p>2 Q. Okay. Thank you. Now, so the -- going</p> <p>3 back, the three internal team members that were</p> <p>4 working with Martino were -- that are shown on this</p> <p>5 document were Yokesh, Venugopal Nair, and Karunankar</p> <p>6 Muppaneni?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And all them would be under your</p> <p>9 sup -- your direct supervision?</p> <p>10 A. That's correct.</p> <p>11 Q. And then Danny DuPont would have -- he</p> <p>12 would be the overall responsible person?</p> <p>13 A. That's correct.</p> <p>14 Q. And did he report to someone as well?</p> <p>15 A. Yes, our CIO.</p> <p>16 Q. Okay.</p> <p>17 A. And his name is Ian Robertson.</p> <p>18 Q. Ian?</p> <p>19 A. Robertson.</p> <p>20 Q. Okay.</p> <p>21 A. He's on this list as well. Ian</p> <p>22 Robertson. He's -- he was the global CIO.</p> <p>23 Q. All right. Before -- before we leave</p> <p>24 Plaintiff's Exhibit 3, do you know whether Yokesh was</p> <p>25 on a green card or H-1B?</p>
Page 31	Page 33
<p>1 Q. It says IT project management. So how</p> <p>2 does that differ?</p> <p>3 A. So we have a group of -- a project</p> <p>4 management office. So they are responsible for</p> <p>5 running projects as project managers, whether it's</p> <p>6 giving status to the CEO or CFO on all of the</p> <p>7 portfolios of projects running in the company.</p> <p>8 Q. Okay.</p> <p>9 A. And one correct thing, that I'm not</p> <p>10 going by org unit name. I know what they do, so I'm</p> <p>11 going by that definition.</p> <p>12 Q. Okay. That's fine. So at least</p> <p>13 according -- and just -- just for the record, PX-3 is</p> <p>14 an HR created document?</p> <p>15 A. Correct.</p> <p>16 Q. Let me ask about one other director,</p> <p>17 Tariq Jamal, it says HT strategy and PMO. What is</p> <p>18 that?</p> <p>19 A. Strategy is what is your next five-year</p> <p>20 plan. Strategy is all about making your next five</p> <p>21 years plan. And PMO is basically heading the Borming</p> <p>22 -- he's Borming Chiang's boss. So he overlooks the</p> <p>23 overall project of the company.</p> <p>24 Q. Okay.</p> <p>25 A. PMO stands for project management</p>	<p>1 MS. UREMOVICH: Objection. It calls for</p> <p>2 speculation. You can answer if you can.</p> <p>3 A. We hired them from our vendors like</p> <p>4 Robert Half. We typically don't ask for statuses as</p> <p>5 long as they can render the service for us.</p> <p>6 Q. All right. Well, for example, I mean</p> <p>7 he's -- Yokesh is still employed so you would have</p> <p>8 had contact with him from 2017 when Martino worked</p> <p>9 there through the present time; correct?</p> <p>10 A. Yes.</p> <p>11 Q. So from working with him, do -- do you,</p> <p>12 yourself, have any knowledge whether he is working</p> <p>13 on --</p> <p>14 A. I'm not absolutely sure, but I think</p> <p>15 he's on H1.</p> <p>16 Q. Okay. And what about Venugopal Nair?</p> <p>17 A. He's not on site. So he probably</p> <p>18 doesn't need an H1.</p> <p>19 Q. Okay. Because he's based in India?</p> <p>20 A. India.</p> <p>21 Q. Okay. And what about Karunankar?</p> <p>22 A. Same as Venugopal.</p> <p>23 Q. Now, let's turn to Martino specifically.</p> <p>24 I think we talked about generally he was brought in</p> <p>25 because there were two functions, both the SAP HANA</p>

***** CONFIDENTIAL *****

10 (Pages 34 to 37)

Page 34	Page 36
<p>1 and the BPC, that you needed external contractor</p> <p>2 assistance to work with the existing internal team;</p> <p>3 correct?</p> <p>4 A. He was a perfect fit -- fit for our job</p> <p>5 description that we advertised with Robert Half.</p> <p>6 Q. Okay. So were there -- was Robert Half</p> <p>7 utilized because the other principal vendors did not</p> <p>8 have candidates or --</p> <p>9 A. They did offer candidates. Either they</p> <p>10 were not available to us at the time that we were</p> <p>11 looking for.</p> <p>12 Q. Okay.</p> <p>13 A. And either they were not qualified</p> <p>14 for -- they didn't go through the full interview</p> <p>15 process with us and qualify completely.</p> <p>16 Q. Okay. So in terms of getting that</p> <p>17 candidate, just kind of walk me -- how would you kind</p> <p>18 of get the word out that you had a need for that</p> <p>19 particular candidate?</p> <p>20 A. So when we evaluate, when we go to these</p> <p>21 integration meetings, we find out that we have to</p> <p>22 deliver something, and based on that we create small</p> <p>23 work packages, and then we write out a job</p> <p>24 description on what we need based on the needs that</p> <p>25 we have, and we evaluate that with our preferred</p>	<p>1 A. Um-hum.</p> <p>2 Q. Okay.</p> <p>3 A. Yes.</p> <p>4 Q. Do you know who Barry Cormier is?</p> <p>5 A. I don't know who that is.</p> <p>6 Q. And so with Half, would there have been</p> <p>7 an e-mail sent out, or would there have been a phone</p> <p>8 conversation with Jarell that -- to say that, hey, we</p> <p>9 have this need?</p> <p>10 A. The requirements are always through</p> <p>11 e-mail, but we also have telephonic discussions</p> <p>12 because they engage with us to understand really what</p> <p>13 they need, and those additional details that are</p> <p>14 missing in the job description. They reach out to us</p> <p>15 if there are any doubts on that.</p> <p>16 Q. Okay. And so what did you say to Jarell</p> <p>17 as it related to trying to find the candidate for the</p> <p>18 position initially? I'm talking about the initial</p> <p>19 discussions, before a candidate was actually</p> <p>20 identified.</p> <p>21 A. So we'd give them the job description.</p> <p>22 Q. Okay.</p> <p>23 A. And we typically give them the</p> <p>24 engagement time frames, and we ask for when we need</p> <p>25 to onboard them. So those are some of the typical</p>
Page 35	Page 37
<p>1 vendors to see if they can meet the needs. If they</p> <p>2 cannot meet the needs on time, then we go to our</p> <p>3 second list of preferred vendors, in this case Robert</p> <p>4 Half, and we give them the job description and they</p> <p>5 give us the candidates to interview for and so we can</p> <p>6 pick from them.</p> <p>7 Q. And do -- do you recall -- well, there</p> <p>8 was more than one candidate that was interviewed for</p> <p>9 this particular position that ultimately Martino was</p> <p>10 chosen for; correct?</p> <p>11 A. Yes.</p> <p>12 Q. So -- and who -- who comprised the</p> <p>13 interview team?</p> <p>14 A. Myself and Danny DuPont.</p> <p>15 Q. And were the interviews conducted by</p> <p>16 phone?</p> <p>17 A. Yes.</p> <p>18 Q. -- or Skype or --</p> <p>19 A. Phone.</p> <p>20 Q. Okay. And with Robert Half, they were a</p> <p>21 secondary approved vendor, so who was the principal</p> <p>22 contact that you worked with?</p> <p>23 A. Jarell Chavers was my main contact for</p> <p>24 this engagement.</p> <p>25 Q. Jarell Chavers?</p>	<p>1 information shared.</p> <p>2 Q. Onboard would be --</p> <p>3 A. When the project can start.</p> <p>4 Q. Start the project?</p> <p>5 A. Um-hum.</p> <p>6 Q. And do you recall what the time frame</p> <p>7 was that was discussed with Jarrell?</p> <p>8 A. Three months.</p> <p>9 Q. Okay. And then what is the next step</p> <p>10 that Jarrell identified Martino?</p> <p>11 A. They -- I don't remember how many</p> <p>12 candidates they supplied but we did interview a few.</p> <p>13 Q. Okay.</p> <p>14 A. And Martino was selected based out of</p> <p>15 them.</p> <p>16 Q. All right. Now, as far as Martino is</p> <p>17 concerned, how many interviews were there?</p> <p>18 A. Just one.</p> <p>19 Q. One? Phone interview?</p> <p>20 A. Phone interview.</p> <p>21 Q. And would it have been both you and</p> <p>22 Danny?</p> <p>23 A. Danny would have sat in sometimes for</p> <p>24 some periods.</p> <p>25 Q. Okay. Was the -- how long was the</p>

***** CONFIDENTIAL *****

11 (Pages 38 to 41)

Page 38	Page 40
<p>1 actual interview, do you recall?</p> <p>2 A. I don't recall exact time frame, but</p> <p>3 typically 30 minutes to 45 minutes.</p> <p>4 Q. Okay. And just to be clear, you would</p> <p>5 have had his resume at the time of the interview;</p> <p>6 right?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Anything else you would have had</p> <p>9 about him?</p> <p>10 A. Mostly resume.</p> <p>11 Q. Would you have had rates or anything</p> <p>12 yet?</p> <p>13 A. No.</p> <p>14 Q. Okay. Would any -- anyone -- or strike</p> <p>15 that. Did anyone from Robert Half also participate</p> <p>16 in the interview process?</p> <p>17 A. Not that I recall.</p> <p>18 Q. So it just would have been you,</p> <p>19 yourself, Danny, and Martino?</p> <p>20 A. The candidate.</p> <p>21 Q. Okay. Any notes made of the interview</p> <p>22 that you're aware of?</p> <p>23 A. Umm, I don't recall making any notes on</p> <p>24 an electronic format. I scribbled it on the paper,</p> <p>25 shared it with my boss through chat, I believe.</p>	<p>1 Q. Danny, between you and Danny, would</p> <p>2 there have been a chat?</p> <p>3 A. There could have been.</p> <p>4 Q. Okay. Do you recall seeing one?</p> <p>5 A. No.</p> <p>6 Q. In -- in looking through the chat, it --</p> <p>7 it appears to me, I don't want to put words in your</p> <p>8 mouth, but it appears to me that you were tasked with</p> <p>9 the principal decision to -- which candidate to</p> <p>10 chose?</p> <p>11 A. That is correct. Because I was</p> <p>12 responsible for the end deliverable.</p> <p>13 Q. All right. Okay. So that's a fair</p> <p>14 characterization.</p> <p>15 There's a reference here sort of towards</p> <p>16 the bottom where Danny says prefer him over PwC, and</p> <p>17 then you say he can serve both needs. That's --</p> <p>18 that's referencing Martino; correct?</p> <p>19 A. That's correct.</p> <p>20 Q. And let me -- if you move -- let's see.</p> <p>21 About five up there's a reference to based in New</p> <p>22 York City, NYC?</p> <p>23 A. Yes.</p> <p>24 Q. And how -- how did you or when you noted</p> <p>25 that, how did -- what -- what information did you</p>
Page 39	Page 41
<p>1 MR. CLARK: Mark this as Plaintiff's 4.</p> <p>2 (Exhibit P-4, E-mail dated 3/29/2017,</p> <p>3 Bates stamped Capsugel 000001 through 000002 was</p> <p>4 received and marked for identification.)</p> <p>5 Q. Let me hand you what's been marked as</p> <p>6 Plaintiff's Exhibit 4. And would this be -- well,</p> <p>7 let me ask, what is Plaintiff's Exhibit 4?</p> <p>8 A. It looks like a chat between me and my</p> <p>9 boss, Mr. Danny DuPont, on finalization of a</p> <p>10 candidate.</p> <p>11 Q. So how would the -- what format would</p> <p>12 the chat be done through?</p> <p>13 A. We use Skype.</p> <p>14 Q. Skype? Okay. Now, would this -- let me</p> <p>15 just put this in context. Would this have been</p> <p>16 created post interview? Or is this kind of --</p> <p>17 A. This is post interview.</p> <p>18 Q. Okay. It wouldn't have been created</p> <p>19 coextensive with the interview itself; is that right?</p> <p>20 A. It -- it looks like it's post interview.</p> <p>21 Q. All right. Did -- do you know whether</p> <p>22 there was any kind of a chat done that actually was</p> <p>23 part of the interview itself?</p> <p>24 A. Can you rephrase that question? Chat</p> <p>25 with who?</p>	<p>1 have?</p> <p>2 A. Can you rephrase that question?</p> <p>3 Q. Yeah, it wasn't a very good question.</p> <p>4 There's a reference to Martino from</p> <p>5 Robert Half and then it says based in NYC.</p> <p>6 A. Um-hum.</p> <p>7 Q. So your understanding was that he was</p> <p>8 based in New York City?</p> <p>9 A. Yes.</p> <p>10 Q. And how did you come to that</p> <p>11 understanding?</p> <p>12 A. I -- I don't know the exact source. It</p> <p>13 could be the -- the Robert Half or the Martino's</p> <p>14 feedback to me.</p> <p>15 Q. But it couldn't have come from Jarrell,</p> <p>16 is that what you're saying?</p> <p>17 A. Jarell who?</p> <p>18 Q. Chavers.</p> <p>19 A. Okay.</p> <p>20 Q. Your understanding -- your understanding</p> <p>21 it could have been from Jarell as opposed to Martino?</p> <p>22 A. It's been a long time. I don't know the</p> <p>23 actual source, but it could have been either/or.</p> <p>24 Q. Okay. On page 2 of Plaintiff's 4</p> <p>25 there's a reference to -- I think you ask kind of in</p>

***** CONFIDENTIAL *****

12 (Pages 42 to 45)

Page 42	Page 44
<p>1 the middle of the page, should I interview all of the</p> <p>2 Savantis guys. And then Danny responds, you only</p> <p>3 interview who you want. And then let me try to get</p> <p>4 rate on RHT, that's Robert Half; right?</p> <p>5 A. Half.</p> <p>6 Q. And then you say, CenturyLink guy is not</p> <p>7 on my preferred list. Is that one of the other</p> <p>8 candidates?</p> <p>9 A. Yes. So we went to all our secondary</p> <p>10 vendors. Those are some of them.</p> <p>11 Q. Okay. And then moving a little further</p> <p>12 down, your -- you had prepared a -- a reply that you</p> <p>13 ran by Danny; is that what it was? Where you say,</p> <p>14 I'm still in the process of interviewing people?</p> <p>15 A. This must have been one of the</p> <p>16 CenturyLink feedback, giving feedback on their</p> <p>17 candidates.</p> <p>18 Q. Okay. So let me just ask it this way.</p> <p>19 Was a decision made based on this chat with Danny to</p> <p>20 go ahead and move forward with Martino or was that</p> <p>21 still subject to getting the rate information?</p> <p>22 A. At this point from a skill level, the</p> <p>23 decision was made that Martino was the strong</p> <p>24 candidate, but that there's a commerce decision that</p> <p>25 needs to be handled by Danny, because it's his budget</p>	<p>1 A. And it's -- there's no clarity.</p> <p>2 Q. I want to kind of just move forward for</p> <p>3 the purposes of my question. The decision was made</p> <p>4 to bring Martino on board, and he was onboarded, and</p> <p>5 then he began working with the internal team that</p> <p>6 we've already identified, and then -- so he came on</p> <p>7 board in April of 2017?</p> <p>8 A. Yes.</p> <p>9 Q. And he worked throughout April, May, and</p> <p>10 then he worked into June?</p> <p>11 A. June.</p> <p>12 Q. And sometime in June, I believe in</p> <p>13 mid-June he was told the project is going to be</p> <p>14 ending?</p> <p>15 A. Um-hum.</p> <p>16 Q. Correct?</p> <p>17 A. Yes.</p> <p>18 Q. Now, having kind of given that overview,</p> <p>19 up to the point where he was told the project was</p> <p>20 ending, was there any -- do you recall having any</p> <p>21 specific discussions with him that the project was</p> <p>22 only going to be three months?</p> <p>23 A. I don't remember, recollect discussing</p> <p>24 duration during the project.</p> <p>25 Q. Okay. Were you aware that he had rented</p>
Page 43	Page 45
<p>1 so he had to make the final call as well.</p> <p>2 Q. Okay. Were there -- were there any</p> <p>3 other candidates still in the running, so to speak,</p> <p>4 besides Martino?</p> <p>5 A. They were top two. I don't remember the</p> <p>6 second person's name off the top of my head right</p> <p>7 now.</p> <p>8 Q. Okay. But ultimately Martino was</p> <p>9 chosen?</p> <p>10 A. Correct.</p> <p>11 Q. In the interview with Martino, was it</p> <p>12 -- was the length of the project specifically</p> <p>13 discussed with him?</p> <p>14 A. No. Typically it's technical interviews</p> <p>15 that we have that is more on the skill base of</p> <p>16 what -- what the work is going to be and what we need</p> <p>17 to do, and the work package itself, what is expected</p> <p>18 of output.</p> <p>19 Q. Was there a point at -- at which the</p> <p>20 length of the project was ever discussed directly</p> <p>21 with Martino?</p> <p>22 A. Typically the candidates ask what the</p> <p>23 duration is. We say we don't have that information</p> <p>24 or it's generally not discussed at that time.</p> <p>25 Q. Okay.</p>	<p>1 an apartment after the decision was made to bring him</p> <p>2 on --</p> <p>3 A. No, I was not aware of that.</p> <p>4 Q. Okay. How much contact did you have</p> <p>5 with Martino during the time he worked for Capsugel?</p> <p>6 A. So we used to have regular daily</p> <p>7 meetings to look at where our deliverables are in</p> <p>8 terms of overall project. I was running at something</p> <p>9 like five or six projects at that time so I have to</p> <p>10 keep in touch.</p> <p>11 Q. You were busy.</p> <p>12 A. Yeah. I had -- I head team leads for</p> <p>13 every stream and they would give me the status of</p> <p>14 those projects.</p> <p>15 Q. Who would have been the team lead</p> <p>16 for --</p> <p>17 A. In this case Martino would have been the</p> <p>18 deliverable, responsible for that delivery packet.</p> <p>19 So he would have been the team lead for that stream.</p> <p>20 Q. Okay. And how were these team meetings</p> <p>21 held? Were they in person? Or were they Skype or</p> <p>22 some combination?</p> <p>23 A. A combination. So mostly conference</p> <p>24 rooms we used, but if people were late or they had to</p> <p>25 do multitasking when they were on the call and do</p>

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13 (Pages 46 to 49)

Page 46	Page 48
<p>1 something else, they could do it on Skype as well.</p> <p>2 Q. Okay. And what was your overall</p> <p>3 assessment of his performance while he worked for</p> <p>4 Capsugel?</p> <p>5 A. He delivered our packages on time. So</p> <p>6 there was no performance-related issues, if that's</p> <p>7 what you're relating to.</p> <p>8 Q. So would it be fair to say that you felt</p> <p>9 like he performed to your expectations?</p> <p>10 A. Yes.</p> <p>11 Q. Would it be fair to say that he</p> <p>12 confirmed your decision that he was the right guy to</p> <p>13 hire --</p> <p>14 A. Yes.</p> <p>15 Q. -- for the project?</p> <p>16 A. For the project.</p> <p>17 Q. Okay. Now, in addition to your daily</p> <p>18 meetings, would there be other types of meetings that</p> <p>19 Martino would be involved in with the internal team?</p> <p>20 A. Yes. So we used to have back-to-back</p> <p>21 meetings, so there is a possibility they could have</p> <p>22 overlapped.</p> <p>23 Q. Okay. And how would those -- well,</p> <p>24 strike that.</p> <p>25 And, again, those would have to be done</p>	<p>1 (Exhibit P-6, Document entitled,</p> <p>2 "Statement of Work for Robert Half Technology & The</p> <p>3 Creative Group," Bates stamped Capsugel 000039</p> <p>4 through 000042 was received and marked for</p> <p>5 identification.)</p> <p>6 Q. I'm going to hand you two exhibits,</p> <p>7 because I think they relate to each other, hopefully,</p> <p>8 that I've marked as Plaintiff's Exhibits 5 and 6. If</p> <p>9 you could look at those and identify them, please.</p> <p>10 What's Plaintiff's Exhibit 5?</p> <p>11 A. This seems to be the finalization of the</p> <p>12 commercial contract or the SOW, so the finalization</p> <p>13 of the rate and the finalization of the SOW and its</p> <p>14 language.</p> <p>15 Q. And most of that is -- again I'm talking</p> <p>16 about the document in general, most of that is</p> <p>17 between Jarrell and Danny?</p> <p>18 A. Danny and Brett. She's the procurement</p> <p>19 executive.</p> <p>20 Q. Okay. And then if we look at the last</p> <p>21 page, it's -- there's a reference to sending out the</p> <p>22 SOW; correct?</p> <p>23 A. Right.</p> <p>24 Q. And what I've marked as Plaintiff's</p> <p>25 Exhibit 6 would have been the SOW?</p>
Page 47	Page 49
<p>1 in part through Skype, because at least two team --</p> <p>2 A. That's correct.</p> <p>3 Q. -- two of the three team members were</p> <p>4 offshore?</p> <p>5 A. That's right. That's why I said</p> <p>6 combination.</p> <p>7 Q. Okay.</p> <p>8 A. If you're in an office, you turn up into</p> <p>9 a conference room. Otherwise it would be through</p> <p>10 Skype.</p> <p>11 Q. All right. Over the time that he worked</p> <p>12 under your supervision, were there any discussions</p> <p>13 with him about working on additional assignments?</p> <p>14 A. Not that I recall. But I -- we used to</p> <p>15 have daily discussion on the deliverables that was at</p> <p>16 hand. There was nothing out of scope at that point</p> <p>17 that I recall.</p> <p>18 Q. Okay. Were you aware that -- he did</p> <p>19 work on other matters besides the HANA and BPC?</p> <p>20 A. I was not aware of that.</p> <p>21 Q. Okay.</p> <p>22 MR. CLARK: Let's mark this.</p> <p>23 (Exhibit P-5, E-mail dated 3/30/17,</p> <p>24 Capsugel 000006 to 000009 was received and marked for</p> <p>25 identification.)</p>	<p>1 A. Yes.</p> <p>2 Q. This is my copy. Unfortunately is not a</p> <p>3 particularly good one. But it -- it appears that it</p> <p>4 was signed by Brett on behalf of Capsugel?</p> <p>5 A. Yes. She's -- she's the authorized</p> <p>6 person to sign off on the SOW from a procurement</p> <p>7 perspective.</p> <p>8 Q. Okay. And then signed by Amy -- I'm</p> <p>9 going to butcher it -- Amy Phetkanya on behalf of</p> <p>10 Robert Half?</p> <p>11 A. I see that, yes.</p> <p>12 Q. Okay. Did you have any dealings with</p> <p>13 her?</p> <p>14 A. Amy, no.</p> <p>15 Q. Okay. So she just would have been</p> <p>16 Brett's counterpart at Half as best you know?</p> <p>17 MS. UREMOVICH: Objection. Calls for</p> <p>18 speculation. You can answer if you can.</p> <p>19 A. It looks like it.</p> <p>20 Q. All right. Let me reask it. She's the</p> <p>21 listed signatory on behalf of Robert Half; correct?</p> <p>22 A. I can't answer to it without knowing</p> <p>23 what their role was, but she signed, so she looks</p> <p>24 like she is responsible for.</p> <p>25 Q. All right. Her title is regional VP?</p>

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14 (Pages 50 to 53)

Page 50	Page 52
<p>1 A. Vice president.</p> <p>2 Q. Okay. And in this particular statement</p> <p>3 of work it says -- it's Martino and the rate is \$223</p> <p>4 an hour, and the -- the estimated assignment duration</p> <p>5 is three months; is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. And then Exhibit A would just be the</p> <p>8 conditions of the engagement; is that right?</p> <p>9 A. Correct.</p> <p>10 Q. Now, this -- the SOW isn't typically</p> <p>11 shared with a candidate; is that -- is that a correct</p> <p>12 statement?</p> <p>13 A. Yes.</p> <p>14 Q. And to your knowledge, it was not</p> <p>15 provided to Martino, was it?</p> <p>16 A. I don't think so.</p> <p>17 Q. Okay.</p> <p>18 A. At least Capsugel did not provide that</p> <p>19 to him.</p> <p>20 Q. Right. It wouldn't be part of the</p> <p>21 standard protocol --</p> <p>22 A. That's correct.</p> <p>23 Q. -- it would be provided to the staffing</p> <p>24 agency which in this case was Robert Half; is that</p> <p>25 right?</p>	<p>1 A. Yes.</p> <p>2 Q. But you didn't have any direct dealings</p> <p>3 with Barry; is that correct?</p> <p>4 A. I don't recall working with Barry. It</p> <p>5 was only Jarrell who was our interface with Martino.</p> <p>6 Q. Okay. If you would go to what's -- it's</p> <p>7 shown as three -- three of five.</p> <p>8 A. I'm on it.</p> <p>9 Q. Okay. There's reference here from</p> <p>10 Martino about how to report his hours. Do you see</p> <p>11 that?</p> <p>12 A. Yes.</p> <p>13 Q. So I want to digress for a second here.</p> <p>14 He would have been required to submit his time to</p> <p>15 Robert Half so they could invoice Capsugel; correct?</p> <p>16 A. That's correct.</p> <p>17 Q. And -- and that would be kind of the</p> <p>18 standard protocol if an outside vendor is used?</p> <p>19 A. Every vendor has something different,</p> <p>20 but time cards are one of the prerequisites.</p> <p>21 Q. Okay. And then -- now with -- with</p> <p>22 regard to the actual contractor that is brought in,</p> <p>23 is this also a time system that the contractor is</p> <p>24 required to enter his time for Capsugel?</p> <p>25 A. Not in Capsugel. It will be in their</p>
Page 51	Page 53
<p>1 A. That's right.</p> <p>2 (Exhibit P-7, Memo dated 3/30/17, Bates</p> <p>3 stamped CPM 0072 through 76 was received and marked</p> <p>4 for identification.)</p> <p>5 Q. I'm handing you what I've marked as</p> <p>6 Plaintiff's Exhibit 7. Have you seen this document</p> <p>7 before?</p> <p>8 A. No, I have not.</p> <p>9 Q. Okay. We talked generally about</p> <p>10 onboarding. So part of the onboarding process would</p> <p>11 be the agency would provide the information to the</p> <p>12 candidate about where to report and who his</p> <p>13 supervisor is; is that correct?</p> <p>14 A. That's correct.</p> <p>15 Q. And does Plaintiff's 7 reference that</p> <p>16 you are the principal contact person? I think that's</p> <p>17 on page 2.</p> <p>18 A. That's correct.</p> <p>19 Q. And you'll -- you'll see that</p> <p>20 Plaintiff's Exhibit 7 is a communication from Barry</p> <p>21 Cormier at Robert Half to Martino. Do you see that?</p> <p>22 A. Um-hum, yes.</p> <p>23 Q. But you -- and he's listed as senior</p> <p>24 recruiter for Enterprise Technical Services, do you</p> <p>25 see that?</p>	<p>1 vendor system.</p> <p>2 Q. Okay. So only the vendor system, there</p> <p>3 wouldn't be a --</p> <p>4 A. Capsugel time recording, no.</p> <p>5 Q. Okay.</p> <p>6 A. However, we approve on their system, the</p> <p>7 vendor system their time.</p> <p>8 Q. Okay. So you have access to the vendor</p> <p>9 system?</p> <p>10 A. Yes. So there is a workflow triggered</p> <p>11 and that triggers a link to me to approve the time</p> <p>12 that comes from the vendor.</p> <p>13 Q. Does that reflect a project length on it</p> <p>14 or do you know?</p> <p>15 A. I have not paid any attention to it. I</p> <p>16 just use it to approve the lead time.</p> <p>17 Q. Okay.</p> <p>18 (Exhibit P-8, Document entitled, "Robert</p> <p>19 Half Technology Subcontractor Services Agreement,"</p> <p>20 Bates stamped Capsugel 000900 through 911 was</p> <p>21 received and marked for identification.)</p> <p>22 Q. Let me hand you what I believe has been</p> <p>23 marked Plaintiff's Exhibit 8 and ask you if you have</p> <p>24 seen that document before?</p> <p>25 A. I have not seen this document.</p>

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15 (Pages 54 to 57)

Page 54	Page 56
<p>1 Q. Okay. Was this a document, though, that</p> <p>2 you did review in preparation for the deposition?</p> <p>3 A. Yes, this is the one that was shared for</p> <p>4 me for the review yesterday, yes.</p> <p>5 Q. Okay. But you didn't -- just so the</p> <p>6 record is clear, this was not a document provided to</p> <p>7 you by Robert Half as part of the normal process when</p> <p>8 Martino Rivapлата was engaged; is that correct?</p> <p>9 A. That's correct. I have not seen this</p> <p>10 during engagement.</p> <p>11 Q. Okay. And for the record, Plaintiff's</p> <p>12 Exhibit 8 is identified as the Robert Half</p> <p>13 subcontractor services agreement with various</p> <p>14 attachments; correct?</p> <p>15 A. It does say that, yes.</p> <p>16 Q. And if we look at the Exhibit A, work</p> <p>17 schedule, which I think is Bates numbered Capsugel</p> <p>18 907, do you have that?</p> <p>19 A. Yes.</p> <p>20 Q. This shows the work schedule for Mr.</p> <p>21 Rivapлата; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. And the description of the work would be</p> <p>24 SAP HANA data modular; is that -- do you see that?</p> <p>25 A. I'm looking for it.</p>	<p>1 Robert Half and CPM Consulting; correct?</p> <p>2 A. You're on page 1?</p> <p>3 Q. Yes.</p> <p>4 A. You are on page 900, Capsugel 900?</p> <p>5 Q. Yes. Is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. And then if we look at page 910, it's</p> <p>8 been -- the agreement has been signed by both Amy</p> <p>9 Phetkanya, regional manager, and then Martino; is</p> <p>10 that correct?</p> <p>11 A. Yes. I see that.</p> <p>12 Q. And during the time that Martino worked</p> <p>13 for Capsugel, is it fair to say that this was not a</p> <p>14 document that you were -- that you were personally</p> <p>15 aware of?</p> <p>16 A. No, this was shared with me a couple of</p> <p>17 days back for this preparation.</p> <p>18 Q. All right. Do you want to take a break?</p> <p>19 A. Sure.</p> <p>20 MS. UREMOVICH: I think now is a good</p> <p>21 time. Off the record.</p> <p>22 THE VIDEOGRAPHER: 11:17 a.m. going off</p> <p>23 the record.</p> <p>24 (Discussion held off the record.)</p> <p>25 THE VIDEOGRAPHER: This begins DVD</p>
Page 55	Page 57
<p>1 Q. Description of work.</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And moving down, expected start</p> <p>4 date was April 3rd, and then expected project length</p> <p>5 it was six months plus, do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. And then you're listed as the client</p> <p>8 project manager and your contact phone number is</p> <p>9 given?</p> <p>10 A. That's correct.</p> <p>11 Q. Is that correct?</p> <p>12 A. Yes.</p> <p>13 Q. And then there's listed the Robert Half</p> <p>14 contact is a person by the name of Rus Neidhardt, do</p> <p>15 you see that?</p> <p>16 A. Yes.</p> <p>17 Q. Did you have any dealings with that</p> <p>18 person?</p> <p>19 A. I don't remember working with Rus.</p> <p>20 Q. Okay. Is -- is he someone that you</p> <p>21 worked with on other --</p> <p>22 A. I didn't -- don't recall. Jarrell was</p> <p>23 our face for our contact.</p> <p>24 Q. Okay. I think going back to the initial</p> <p>25 pages, subcontractor services agreement was between</p>	<p>1 number two. Time is 11:31 a.m. Back on the record.</p> <p>2 MR. CLARK: Let's mark this as</p> <p>3 Plaintiff's Exhibit 9.</p> <p>4 (Exhibit P-9, Document entitled, "Inbox</p> <p>5 - MARTINO.RIVALTA@CAPSUGEL.COM - Outlook," Bates</p> <p>6 stamped CPM -237 was received and marked for</p> <p>7 identification.)</p> <p>8 Q. Let me hand you what I've now marked as</p> <p>9 Plaintiff's Exhibit 9. This is actually a CPM</p> <p>10 document. But the main -- well, let me ask you this,</p> <p>11 can you identify Plaintiff's Exhibit No. 9 from</p> <p>12 looking at it?</p> <p>13 A. Yes.</p> <p>14 Q. What is it?</p> <p>15 A. It looks like a meeting invite to do a</p> <p>16 knowledge transfer to our existing support team.</p> <p>17 Q. Okay. So this would have been after the</p> <p>18 --</p> <p>19 A. After all the deliverables were done and</p> <p>20 the contract was done.</p> <p>21 Q. Okay. So I kind of went out of</p> <p>22 sequence. I tend to work chron -- chronologically,</p> <p>23 but this would be an example of an invite for a</p> <p>24 meeting that would be partially Skype, I guess?</p> <p>25 A. That's correct.</p>

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16 (Pages 58 to 61)

Page 58	Page 60
<p>1 Q. Okay. And you would have been one of</p> <p>2 the people invited -- actually, all the -- all the</p> <p>3 persons are identified at the top; is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And so this particular meeting</p> <p>6 invite of June 27, 2017, the purpose of this meeting</p> <p>7 was to do the knowledge transfer with the end of the</p> <p>8 project for Martino and the transfer of his work back</p> <p>9 to the existing internal team; correct?</p> <p>10 A. That's correct.</p> <p>11 Q. Okay. And this would have been after</p> <p>12 Martino would have been advised that the project was</p> <p>13 ending?</p> <p>14 A. That's correct. The work packages were</p> <p>15 delivered at that time.</p> <p>16 Q. Okay. And again we're kind of working</p> <p>17 out of sequence, but who would have been involved</p> <p>18 in informing Martino that the project was ending,</p> <p>19 that he was not -- his services were not going to</p> <p>20 need to be continued?</p> <p>21 A. We informed the main vendor, in this</p> <p>22 case Robert Half.</p> <p>23 Q. Okay.</p> <p>24 A. We also talked to the consultant, and</p> <p>25 the main responsibility in this case would be me and</p>	<p>1 expressions, so I don't know.</p> <p>2 Q. Okay. Was it a pretty short meeting?</p> <p>3 A. It was, I would say, but yeah, five,</p> <p>4 ten -- five minutes max, maybe.</p> <p>5 Q. Was it discussed at that meeting that he</p> <p>6 would be expected to transition the project over to</p> <p>7 the internal team?</p> <p>8 A. No, that was just more the</p> <p>9 communication.</p> <p>10 Q. That it's ending?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. All right. We'll come back, but</p> <p>13 I want to go -- work back up to that point here with</p> <p>14 the -- these next exhibits.</p> <p>15 (Exhibit P-10, Document entitled,</p> <p>16 "Screenshots of a portion of Capsugel 001028 - Part 1</p> <p>17 of 2" was received and marked for identification.)</p> <p>18 Q. I'm showing you what's been marked as</p> <p>19 Plaintiff's Exhibit 10, and if you look at the last</p> <p>20 page, this -- this is a document that Capsugel</p> <p>21 produced, and by reference these are, at least to my</p> <p>22 understanding, documents that were provided to</p> <p>23 Capsugel by Robert Half through a -- a request for</p> <p>24 discovery. And as you can tell, very -- very hard to</p> <p>25 read because of the small print. So what we did with</p>
Page 59	Page 61
<p>1 my boss to communicate the end dates or nearing end</p> <p>2 dates to the consultant.</p> <p>3 Q. Okay. And can you put a time frame of</p> <p>4 when -- when Martino was advised?</p> <p>5 A. Around June 14th, 15th.</p> <p>6 Q. And would that have been in person,</p> <p>7 Skype or --</p> <p>8 A. In person, I think, generally.</p> <p>9 Q. So you and Danny?</p> <p>10 A. Danny and me.</p> <p>11 Q. And then was the internal team --</p> <p>12 A. No.</p> <p>13 Q. -- part of that?</p> <p>14 A. Generally, no.</p> <p>15 Q. Okay. So do you have any recollection</p> <p>16 how that meeting went?</p> <p>17 A. I don't remember completely, but I think</p> <p>18 he had an office. I remember we going into his</p> <p>19 office and Danny saying that our contract has ended,</p> <p>20 thank you for all the good work.</p> <p>21 Q. Okay.</p> <p>22 A. And our contract ends probably end of</p> <p>23 June.</p> <p>24 Q. All right. Did he act surprised?</p> <p>25 A. I can't recollect the -- the -- the</p>	<p>1 the exhibit, primarily for me, so that I could ask</p> <p>2 you questions and not squint completely, is I asked</p> <p>3 my paralegal to blow up part of that, which now is</p> <p>4 the first couple pages --</p> <p>5 A. Okay.</p> <p>6 Q. -- of Plaintiff's Exhibit 10. Do you</p> <p>7 see that?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. So it's really more so that we</p> <p>10 can have a readable document, at least from my end,</p> <p>11 to discuss what -- it looks to me, again, this is not</p> <p>12 a -- for purposes of my questions, this is not a</p> <p>13 Capsugel document, in the sense that it was generated</p> <p>14 by Capsugel. It's a Robert Half document, but it</p> <p>15 does reference some discussions with you that I</p> <p>16 wanted to ask about. So if we look to put it into</p> <p>17 context, if we look at the bottom, the -- we see the</p> <p>18 3312017 just referencing that Monday is the start</p> <p>19 date, which would have been the April 3 date.</p> <p>20 A. Sure.</p> <p>21 Q. And then if we turn to page 2, there is</p> <p>22 an entry and again these -- these entries appear to</p> <p>23 be generated by Jarell Chavers, the jarcha02</p> <p>24 reference on the left, and then you'll see some --</p> <p>25 some dates.</p>

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17 (Pages 62 to 65)

Page 62	Page 64
<p>1 So in April, April 4, it references a</p> <p>2 conversation that -- apparently between Jarell and</p> <p>3 you about how things were going with Martino at that</p> <p>4 time, and it indicates that he's completed the</p> <p>5 onboarding process, and had his initial meetings</p> <p>6 to -- referencing the deliverables that he was</p> <p>7 expected to do; correct?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And that's an entry, similar</p> <p>10 entry for April 17 as well. Do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. And then the -- let's turn to the one</p> <p>13 that says May 4, 2017, this is referencing a</p> <p>14 conversation with you, and then there's an indication</p> <p>15 there, might have additional needs in a few weeks but</p> <p>16 won't know until after 5/16. Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Do you know what that is referring to?</p> <p>19 A. So this could have been anything that we</p> <p>20 were working on at that time, any additional new</p> <p>21 requirements that were being given to us --</p> <p>22 Q. Okay.</p> <p>23 A. -- but not formalized yet.</p> <p>24 Q. All right. So is that kind of a way of</p> <p>25 saying there might be additional work that would be</p>	<p>1 May 4th, and so we have a -- similar discussions</p> <p>2 between you or involving you --</p> <p>3 A. Which page are you referring to now?</p> <p>4 Q. This would be page 3 of the exhibit.</p> <p>5 A. Okay.</p> <p>6 Q. If we look at the 5/22/2017 entry, do</p> <p>7 you see those?</p> <p>8 MS. UREMOVICH: Can you clarify which</p> <p>9 one?</p> <p>10 MR. CLARK: Yes, the -- the one that has</p> <p>11 more text.</p> <p>12 MS. UREMOVICH: The fifthth one down?</p> <p>13 Q. It says, spoke with you to check in</p> <p>14 regarding extra work and you said there will be extra</p> <p>15 work, but it might be more on the perm side with --</p> <p>16 within finance/accounting. Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. And then it says he is still having</p> <p>19 conversations surrounding how they will begin</p> <p>20 sourcing for this resource and should know more next</p> <p>21 week. Will follow up at that time. Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. So does that give us a little better</p> <p>24 insight into where the extra work might be coming</p> <p>25 from?</p>
Page 63	Page 65
<p>1 asked of --</p> <p>2 A. Yes. We're just saying, yeah, be on a</p> <p>3 standby if there are new things coming.</p> <p>4 Q. Okay. And that's fairly typical, I take</p> <p>5 it?</p> <p>6 A. Yes, because in -- in terms of mergers,</p> <p>7 the scope of the work is pretty much undefined</p> <p>8 sometimes.</p> <p>9 Q. Okay. All right. Let's mark this as</p> <p>10 Plaintiff's Exhibit 11.</p> <p>11 (Exhibit P-11, Document entitled,</p> <p>12 "Screenshots of a Portion of Capsugel 001030 - Part 1</p> <p>13 of 4" was received and marked for identification.)</p> <p>14 Q. I'm handing you Plaintiff's Exhibit 11.</p> <p>15 And, again, Plaintiff's 11 is the same type of format</p> <p>16 as Plaintiff's 10. It's -- the original document in</p> <p>17 itself is the last page of the exhibit.</p> <p>18 A. Okay.</p> <p>19 Q. And then there have been screenshots to</p> <p>20 blow up some of the discussions that are reflected</p> <p>21 there, which make up the first three pages. Do you</p> <p>22 see that?</p> <p>23 A. Yes.</p> <p>24 Q. So on -- on Plaintiff's 10 we had the</p> <p>25 maybe additional work reference, I think it was -- on</p>	<p>1 A. Yes.</p> <p>2 Q. Can you explain that then?</p> <p>3 A. So we -- during those times we used to</p> <p>4 attend integration status meetings.</p> <p>5 Q. Okay.</p> <p>6 A. So I think what came out of that was</p> <p>7 more and more of actual accounting work, not IT work</p> <p>8 that came out of those requirements, and that's</p> <p>9 how -- accounting work, there was more work generated</p> <p>10 on the accounting side, financial accounting side.</p> <p>11 Q. Okay. So this discussion would have</p> <p>12 been that there might possibly be more accounting</p> <p>13 related work for Martino?</p> <p>14 A. Not Martino. Accounting side of the</p> <p>15 work which is more non-IT type work.</p> <p>16 Q. Okay. Well, so let me ask this, it says</p> <p>17 it may -- might be more on the perm side within</p> <p>18 finance/accounting. What is that referring to?</p> <p>19 A. It was probably adding more finance</p> <p>20 resources, accounting resources.</p> <p>21 Q. Okay. All right. So this is actually</p> <p>22 an entry relating to bringing on some additional</p> <p>23 people?</p> <p>24 A. Yes. That came out of the work. But I</p> <p>25 was not responsible for that so this is what we are</p>

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18 (Pages 66 to 69)

Page 66	Page 68
<p>1 trying to tell them there.</p> <p>2 Q. All right.</p> <p>3 (Exhibit P-12, Memo dated 6/7/2017,</p> <p>4 Bates stamped Capsugel 000015 through 17 was received</p> <p>5 and marked for identification.)</p> <p>6 Q. Let me hand you what I've marked as</p> <p>7 Plaintiff's Exhibit 12, and ask you to review that</p> <p>8 and if you can identify it?</p> <p>9 A. Yes.</p> <p>10 Q. And what is Plaintiff's 12?</p> <p>11 A. This looks like an e-mail between me and</p> <p>12 Jarell about the final end dates for this particular</p> <p>13 engagement.</p> <p>14 Q. Being Martino?</p> <p>15 A. Yes, Martino, yes.</p> <p>16 Q. So rather than just read what it says,</p> <p>17 basically, Jarell was reaching out to you to find out</p> <p>18 from you whether you thought he would get extended</p> <p>19 out past June 30, which was the end date under the</p> <p>20 statement of work; correct?</p> <p>21 A. Correct.</p> <p>22 Q. And were -- and do you -- do you recall</p> <p>23 what your response was?</p> <p>24 A. I don't recall exact, but I think we</p> <p>25 said the contract is coming to an end and there's no</p>	<p>1 discussions that you had had with Danny or was this</p> <p>2 your -- kind of your decision or --</p> <p>3 A. I was in charge of my stream in the</p> <p>4 integration, so it was one of the decisions but it</p> <p>5 rolls up under our CIO at that time also, so...</p> <p>6 Q. Okay. I wanted to ask about Jarrell's</p> <p>7 e-mail to you. We talked about kind of the end</p> <p>8 result which you're -- you're responding to that, but</p> <p>9 at the bottom of -- of the first page he states, I</p> <p>10 know the BPC work is winding down, however, from what</p> <p>11 I hear there's a lot of work on the HANA side that</p> <p>12 still needs to be completed. At -- was that a</p> <p>13 correct statement?</p> <p>14 A. Umm, I don't think that would be a</p> <p>15 correct statement, because the work packages that we</p> <p>16 had planned between BPC and HANA, they're all closed.</p> <p>17 Q. Okay.</p> <p>18 A. So Martino delivered about six different</p> <p>19 views in HANA that was feeding our data into Lonza</p> <p>20 database and BPC for the consolidation, that was</p> <p>21 completely done. So I'm not sure what the HANA side</p> <p>22 still needs to be completed really means in this</p> <p>23 e-mail.</p> <p>24 Q. Okay. Were there any phone discussions</p> <p>25 or was it simply e-mail?</p>
Page 67	Page 69
<p>1 IT related work for Martino at that time, something</p> <p>2 like that.</p> <p>3 Q. Okay.</p> <p>4 (Exhibit P-13, Memo dated 6/15/17, Bates</p> <p>5 stamped Capsugel 000034 through 35 was received and</p> <p>6 marked for identification.)</p> <p>7 Q. I'm going to hand you what I've marked</p> <p>8 as Plaintiff's Exhibit 13 and ask you if you can</p> <p>9 identify that?</p> <p>10 A. Yes, this -- this is an e-mail exchange</p> <p>11 between me and Jarell about the closure and he is</p> <p>12 checking on me whether I had any other extension.</p> <p>13 Q. Okay. And basically the end result is</p> <p>14 that you had -- you indicated to Jarell that the</p> <p>15 integration work was coming to a close and the</p> <p>16 pending work was going to be assigned to business and</p> <p>17 Lonza IT teams?</p> <p>18 A. I meant Lonza which was our acquisition</p> <p>19 company.</p> <p>20 Q. Okay. So when -- when it says business</p> <p>21 and Lonza IT teams, are you referring to the internal</p> <p>22 group or are we talking about something else?</p> <p>23 A. No, our acquiring IT group, the group</p> <p>24 that was acquiring.</p> <p>25 Q. Okay. So was that decision a part of</p>	<p>1 A. I think at that time I was traveling. I</p> <p>2 don't know if I -- how many times I called Jarell.</p> <p>3 There must have been a couple of phone calls.</p> <p>4 Q. Okay. And then I wanted to ask you</p> <p>5 about the last sentence down at the bottom of page 1.</p> <p>6 It says, in addition it sounds like he's been</p> <p>7 utilized in other departments based on what able --</p> <p>8 based on what he is able to bring to the table</p> <p>9 regarding his skill sets. Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. Do you know what that is referring to?</p> <p>12 A. I can only guess. Martino had to work</p> <p>13 with two different groups because that was the end</p> <p>14 results that he had to get that verified with the end</p> <p>15 users. That's probably what they're referring to</p> <p>16 when they say multiple departments or other</p> <p>17 departments.</p> <p>18 Q. All right. Who -- just so we have a</p> <p>19 document for the record, the two groups would --</p> <p>20 would have been which?</p> <p>21 A. BPC work lead he was working with,</p> <p>22 Michael Mars and Lynn Horowitz.</p> <p>23 Q. Okay.</p> <p>24 A. And for HANA he was working with me and</p> <p>25 other groups which was validating his work output.</p>

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19 (Pages 70 to 73)

Page 70	Page 72
<p>1 Q. So in making the decision, you know, 2 that the project was coming to a close and it didn't 3 need to be extended as it related to Martino, were 4 there discussions that you had with -- with Mike -- 5 Michael Mars or Lynn Horowitz?</p> <p>6 A. They represent the business side which 7 is the accounting side of it. I'm not responsible 8 for their deliverables, but as long as the system 9 works, according to what they've defined in the 10 integration, IT deliverable was mine to make a 11 decision on.</p> <p>12 Q. Okay. So you made the decision, 13 basically, focused on the IT side?</p> <p>14 A. Correct.</p> <p>15 Q. And what I'm trying to just understand 16 is, was there any discussion about further utilizing 17 Martino's services on the business or the accounting 18 side?</p> <p>19 A. I was not aware of that, and I was not 20 part of that discussion.</p> <p>21 Q. Okay. 22 (Exhibit P-14, Document entitled, 23 "Screenshot of a Portion of Capsugel 001031 - Part 1 24 of 2" was received and marked for identification.) 25 Q. Let me hand you Plaintiff's Exhibit 14,</p>	<p>1 have that clarification I believe under the miguser 2 and SR name.</p> <p>3 MR. CLARK: Okay. Now, you're really 4 challenging me here to read the fine print.</p> <p>5 Q. Can you tell from looking at the last 6 page of the exhibit who miguser was?</p> <p>7 Let me ask it this way. Again, look at 8 page 2, top entry, 6/15 and then it's SW spoke with 9 Danny to confirm when Martino will be ending and he 10 said he would speak with his team and get back to me 11 today regarding his end date. And if we look, oh, 12 kind of mid -- mid -- slightly below mid-page, I 13 think we see that entry, and if we look at the 14 left-hand column, it appears to be Jarell Chavers, 15 doesn't it?</p> <p>16 A. Yes, it looks like that.</p> <p>17 Q. You see where I'm looking?</p> <p>18 A. The last page?</p> <p>19 Q. Yes.</p> <p>20 A. Um-hum.</p> <p>21 Q. Do you see the reference on the kind 22 of to the -- in the left column?</p> <p>23 A. Um-hum.</p> <p>24 Q. So --</p> <p>25 A. Yes.</p>
Page 71	Page 73
<p>1 and this is another one of those blowup exhibits 2 where the last page is the actual what I call the 3 small print version.</p> <p>4 A. Okay.</p> <p>5 Q. And the first two pages are screenshots 6 of --</p> <p>7 A. Enlarged.</p> <p>8 Q. -- portions of that that are part of 9 what I want to discuss with you here today in a 10 little more readable format.</p> <p>11 Looking at page 1, down at the 6/12 12 entry, that would have been a reference of a 13 discussion with you about his role ending June 30th; 14 is that correct?</p> <p>15 A. Who is "miguser" here?</p> <p>16 Q. I was going to ask you if you know?</p> <p>17 A. I don't know who that is.</p> <p>18 Q. You're not aware?</p> <p>19 A. I'm not aware of that.</p> <p>20 Q. Okay. If you look at page one and two, 21 can you tell from the context of the entries that -- 22 whether miguser would be Jarell Chavers?</p> <p>23 MS. UREMOVICH: I'm going to object to 24 the extent that since it doesn't provide the earlier 25 callins that are on page three of this exhibit, you</p>	<p>1 Q. So at least from this page it appears 2 miguser is Jarell Chavers?</p> <p>3 MS. UREMOVICH: Objection. If you look 4 further up, it's a mischaracterization of the 5 evidence. If you look further up, it looks like 6 Barry Cormier also used that miguser event, created 7 by.</p> <p>8 MR. CLARK: Okay. All right.</p> <p>9 Q. Well, for purposes of the -- the entry 10 that we're specifically discussing, it appears that 11 that communication came from Jarell Chavers, doesn't 12 it, to you?</p> <p>13 A. I don't know. I'm not the owner of this 14 content.</p> <p>15 Q. Okay. Well, let's look at the last 16 entry on page 2, and then if you need to look 17 on -- what I'll call the small print version on page 18 three, does -- does the 6/15 entry of Brett appear to 19 reference a discussion between you and Jarell 20 Chavers?</p> <p>21 A. From the dates it looks like our 22 conversation, but I don't -- I cannot confirm that 23 this is our exact e-mail.</p> <p>24 Q. Well, as I recall, you don't recall 25 having any specific discussions with Barry Cormier</p>

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20 (Pages 74 to 77)

Page 74	Page 76
<p>1 yourself as it related to Martino; is that right?</p> <p>2 A. That's correct.</p> <p>3 Q. So just from process of elimination,</p> <p>4 that -- if there is a conversation referenced about</p> <p>5 the winding down of the work and --</p> <p>6 A. It would be with Jarell then.</p> <p>7 Q. -- and farming it out to Lonza's IT</p> <p>8 team, that would have been between you and Jarell;</p> <p>9 correct?</p> <p>10 A. That's correct.</p> <p>11 (Exhibit P-15, Confidential Document</p> <p>12 Bates stamped CPM 0305 through 0307 was received and</p> <p>13 marked for identification.)</p> <p>14 Q. Let me show you what I've marked as</p> <p>15 Plaintiff's Exhibit 15. Did you get a chance to look</p> <p>16 at that?</p> <p>17 A. Yes.</p> <p>18 Q. And the first page of Plaintiff's 15</p> <p>19 is -- well, let me reask it this way. What I really</p> <p>20 want to have you focus on is the second page, second</p> <p>21 and third page of the exhibit. And, again, you're</p> <p>22 not specifically copied on these e-mails, but we had</p> <p>23 talked a minute ago about the business side and you</p> <p>24 identified both Michael Mars and Lynn Horowitz, and</p> <p>25 these appear to be e-mail communications with them;</p>	<p>1 that's correct. HANA with me, but the end results in</p> <p>2 this case Michael Mars and Lynn had to sign off on</p> <p>3 his work product for me to accept that as ITS</p> <p>4 finished its job.</p> <p>5 Q. Okay. With that qualification, I</p> <p>6 understand. They would have to sign on the BPC side</p> <p>7 for you to approve the --</p> <p>8 A. To say that IT side is done.</p> <p>9 Q. Okay. Got you. All the -- all the work</p> <p>10 Martino did again was on the Robert Half system that</p> <p>11 you had access to; right?</p> <p>12 A. No. All the work product that he</p> <p>13 delivered was done on Capsugel systems.</p> <p>14 Q. Okay.</p> <p>15 A. The only thing that he used Robert Half</p> <p>16 system, from engagement was the time system where he</p> <p>17 reported his time.</p> <p>18 Q. All right. Poor question on my part.</p> <p>19 You had access to his time system; correct?</p> <p>20 A. I wouldn't say access to the time</p> <p>21 system. I would just get a workflow that here's the</p> <p>22 time and when I log in it would take me into their</p> <p>23 approval system.</p> <p>24 Q. All right. You had access to the system</p> <p>25 to be able to go in, see the time and then --</p>
Page 75	Page 77
<p>1 is that correct?</p> <p>2 A. Yes.</p> <p>3 Q. And, also, with Yokesh Sivakumar?</p> <p>4 A. Yes.</p> <p>5 Q. Have I said that right --</p> <p>6 A. Yes.</p> <p>7 Q. -- or close enough?</p> <p>8 A. You said that right.</p> <p>9 Q. Okay. Thank you. These were -- the</p> <p>10 subject of these communications were on changes with</p> <p>11 the BPC server reports; right?</p> <p>12 A. Yes.</p> <p>13 Q. And there's one other person identified</p> <p>14 here. I wanted to see if you could tell me who that</p> <p>15 individual is. If you look down at the bottom of</p> <p>16 page 2 there's a cc'd to Karen Polanco?</p> <p>17 A. Yes.</p> <p>18 Q. Do you know who she is?</p> <p>19 A. She was part of Lynn's organization</p> <p>20 which is from finance.</p> <p>21 Q. Okay. So just to kind of recap,</p> <p>22 Martino's project would have involved working with</p> <p>23 your team on the HANA side and then with Michael</p> <p>24 Mars' group on the BPC side?</p> <p>25 A. I would like to rephrase that. Yes,</p>	<p>1 A. Approve or reject.</p> <p>2 Q. -- approve or reject it?</p> <p>3 A. Right.</p> <p>4 Q. Do you recall any instances where you</p> <p>5 rejected any of his time?</p> <p>6 A. I think there were a couple of times</p> <p>7 because I think he had overtime on that, and in</p> <p>8 principle they had to get overtime pre-approved</p> <p>9 before they put it on time.</p> <p>10 Q. Okay. Were there any instances that you</p> <p>11 recall where you rejected his time as it related to</p> <p>12 the quality of his work as opposed to overtime?</p> <p>13 A. No.</p> <p>14 Q. And then would you, in order to approve</p> <p>15 his time entries for processing a payment, would you</p> <p>16 have to consult with Michael Mars or his group on the</p> <p>17 BPC side?</p> <p>18 MS. UREMOVICH: Objection. Calls for</p> <p>19 speculation. You can answer if you can.</p> <p>20 A. The time was just more for us to track</p> <p>21 what he's working on --</p> <p>22 Q. Right.</p> <p>23 A. -- in terms of duration, but the work</p> <p>24 products -- the user is being Michael Mars and Lynn</p> <p>25 had to sign off saying that the work product is</p>

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21 (Pages 78 to 81)

Page 78	Page 80
<p>1 complete.</p> <p>2 Q. Okay. So let's start over. So on</p> <p>3 the -- I want to focus on the BP side -- BPC side.</p> <p>4 A. Um-hum.</p> <p>5 Q. Either Michael Mars or Lynn Horowitz</p> <p>6 would have to sign off on -- on Martino's work as it</p> <p>7 related to that side of the business work that he</p> <p>8 performed?</p> <p>9 A. For the IT deliverable to be complete,</p> <p>10 yes.</p> <p>11 Q. Yeah, okay. And so how would you know</p> <p>12 he signed off, was that just kind of marked in the</p> <p>13 system or --</p> <p>14 A. Yes. So if you see that server, if the</p> <p>15 report is good, they accept it and that e-mail is</p> <p>16 taken as an acceptance of their work product</p> <p>17 acceptance.</p> <p>18 Q. Okay. Did he -- do you recall having</p> <p>19 any discussions -- I'm just going to call it with</p> <p>20 anyone on the Mars group about Martino's performance</p> <p>21 or work product?</p> <p>22 A. No. I don't recall discussing</p> <p>23 performance with other groups.</p> <p>24 Q. Okay. And -- and the BPC side was</p> <p>25 integrated under the IT umbrella; is that right?</p>	<p>1 Q. Yeah. That the work would have been</p> <p>2 transitioned to; correct?</p> <p>3 A. Yes.</p> <p>4 Q. Now, on these three individuals they</p> <p>5 were all -- well, two of the three were offshore and</p> <p>6 then I believe Yokesh was the one that was at -- at</p> <p>7 the facility; correct?</p> <p>8 A. That's correct.</p> <p>9 Q. And have any of them been made</p> <p>10 employees?</p> <p>11 A. No. Our contracts with our vendors</p> <p>12 prohibit them from hiring until the termination of</p> <p>13 their contracts.</p> <p>14 Q. Okay. So the MSA itself has a</p> <p>15 prohibition concern?</p> <p>16 A. Yes.</p> <p>17 Q. Some -- some MSAs allows a company to</p> <p>18 hire when the engagement ends; right?</p> <p>19 A. Umm --</p> <p>20 Q. Have you ever worked with that scenario</p> <p>21 or not?</p> <p>22 A. I have not. Not in Capsugel.</p> <p>23 Q. Okay. So if we look at the second page,</p> <p>24 this is relating to -- I just can't -- Karunankar?</p> <p>25 A. Karunankar.</p>
Page 79	Page 81
<p>1 A. So everything is related to business.</p> <p>2 So there's an IT component and a -- and a business</p> <p>3 component. So IT delivers the product, but at the</p> <p>4 end of the day the ownership is with the business to</p> <p>5 sign off on the work products we delivered. It means</p> <p>6 I accepted this report, it's correct, I can use this.</p> <p>7 Q. Okay. Got you. That's helpful. Thank</p> <p>8 you.</p> <p>9 (Exhibit P-16, Document entitled,</p> <p>10 "Overview Actions," Bates stamped Capsugel 000072</p> <p>11 through 74 was received and marked for</p> <p>12 identification.)</p> <p>13 Q. All right. Let me hand you what I've</p> <p>14 marked as Plaintiff's Exhibit 16. Can you identify</p> <p>15 that?</p> <p>16 A. This looks like our HR system records in</p> <p>17 our SAP system.</p> <p>18 Q. And, specifically, 16 shows the HR</p> <p>19 records for the -- what we previously identified as</p> <p>20 the internal team of three?</p> <p>21 A. I'm sorry, can you repeat that question?</p> <p>22 Q. Yeah. These -- these are HR records</p> <p>23 relating to the internal team of three that would</p> <p>24 have been --</p> <p>25 A. The contingent employees.</p>	<p>1 Q. Yeah, sorry. So he actually was</p> <p>2 separated in July of 2018 and it says end of</p> <p>3 temporary contract. Is that --</p> <p>4 A. Yes, that's around the time when</p> <p>5 Karunankar had left our team.</p> <p>6 Q. So can you tell from looking at the</p> <p>7 document itself, whether -- what the original length</p> <p>8 of his project was? I mean -- it shows he had a</p> <p>9 start date of 8/12/2016, so... and then I see a</p> <p>10 reference to an end date of 3/26/2018.</p> <p>11 MS. UREMOVICH: Objection. That</p> <p>12 mischaracterizes the evidence.</p> <p>13 Q. If -- if you see the last entry, does</p> <p>14 that reflect a start date of --</p> <p>15 A. Karunankar.</p> <p>16 Q. -- for him of 8/12/2016?</p> <p>17 A. That sounds about right. That's August</p> <p>18 when he was --</p> <p>19 Q. And then it shows in the next column end</p> <p>20 date 3/26/2018; is that right?</p> <p>21 A. Yes, it says 3/26/2018.</p> <p>22 Q. And do you know what the reference to UR</p> <p>23 means?</p> <p>24 A. I don't.</p> <p>25 Q. Do you have any knowledge or</p>

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22 (Pages 82 to 85)

Page 82	Page 84
<p>1 understanding of what the entry above that is</p> <p>2 referencing?</p> <p>3 A. No. This -- this would be from the HR</p> <p>4 records. So I'm not qualified to understand the keys</p> <p>5 here.</p> <p>6 Q. Okay. From your own knowledge of</p> <p>7 working with him, do you know what his original</p> <p>8 project length was?</p> <p>9 A. PWC, he comes from PWC, Venugopal and</p> <p>10 Karunankar are -- represents PwC. Our original</p> <p>11 contract with PwC is for five years. So they can</p> <p>12 keep them for whenever they want. It's not our</p> <p>13 decision to make.</p> <p>14 Q. Oh, so it's a five-year agreement?</p> <p>15 A. Running agreement, yeah.</p> <p>16 Q. So with respect to -- again, I'm sorry,</p> <p>17 Karunankar, do you know why his -- his agreement</p> <p>18 ended short of five years?</p> <p>19 A. In their world they keep moving to other</p> <p>20 projects. It's not that he was terminated or</p> <p>21 anything. As far as I know he moved on to another</p> <p>22 project within PWC.</p> <p>23 Q. Okay. Going back to Plaintiff's 3, if</p> <p>24 we take out the permanent employees, is it fair to</p> <p>25 say that most of the persons listed as contractors on</p>	<p>1 A. No, I don't know on top of my head at</p> <p>2 this point.</p> <p>3 Q. Do -- would it have been in the same</p> <p>4 range or less?</p> <p>5 A. Offshore would be lesser.</p> <p>6 Q. Less than 93.50?</p> <p>7 A. Yes.</p> <p>8 Q. Okay.</p> <p>9 (Exhibit P-18, Invoice from Robert Half,</p> <p>10 Bates stamped Capsugel 000724 through 725 was</p> <p>11 received and marked for identification.)</p> <p>12 Q. Let me show you what's been marked as</p> <p>13 Plaintiff's Exhibit 18. Can you identify that?</p> <p>14 A. This looks like a Robert Half invoice to</p> <p>15 Capsugel for Martino's services.</p> <p>16 Q. Okay. And that shows his rate of 223 an</p> <p>17 hour?</p> <p>18 A. Yes.</p> <p>19 Q. So it would be fair to say that his --</p> <p>20 his services, Capsugel was paying a much higher rate</p> <p>21 than either PwC offshore or with respect to Yokesh?</p> <p>22 A. Yes.</p> <p>23 Q. From HTC; correct?</p> <p>24 A. Yes.</p> <p>25 Q. So was part of the business decision in</p>
Page 83	Page 85
<p>1 Plaintiff's Exhibit 3 are PwC offshore workers?</p> <p>2 A. Yes.</p> <p>3 Q. And would all of those had been from</p> <p>4 India?</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 (Exhibit P-17, Invoice No. 0045060,</p> <p>8 Bates stamped Capsugel 000726 through 000782 was</p> <p>9 received and marked for identification.)</p> <p>10 Q. Can you identify Plaintiff's Exhibit 17?</p> <p>11 A. Yes. That's the invoice. Generally I</p> <p>12 don't get to see that, but that goes to the</p> <p>13 accounting department from HTC which represents</p> <p>14 Yokesh to our -- Capsugel.</p> <p>15 Q. Okay. And the first page is the invoice</p> <p>16 and then the rest of the exhibit I believe is time</p> <p>17 records for the --</p> <p>18 A. Yes.</p> <p>19 Q. -- underlying invoice; is that correct?</p> <p>20 A. Yes.</p> <p>21 Q. And this -- the unit price is 93.50, is</p> <p>22 that referring to his rate?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Do you know what the rates were</p> <p>25 for the PwC workers that are reflected on PX-3?</p>	<p>1 ending his services related to the cost?</p> <p>2 A. No, it was the work package mainly.</p> <p>3 Q. Okay. And when you say mainly the work</p> <p>4 package, what do you mean?</p> <p>5 A. The end of all his deliverables, they --</p> <p>6 he had delivered what we had asked him to, and that</p> <p>7 was the end of the work package.</p> <p>8 Q. Okay. But as far as the transition of</p> <p>9 his work over to the internal team on a going-forward</p> <p>10 basis, that would be those three individuals all of</p> <p>11 which would have worked at lower rates than him, than</p> <p>12 Martino; correct?</p> <p>13 MS. UREMOVICH: Objection. It</p> <p>14 mischaracterizes the evidence.</p> <p>15 MR. CLARK: All right.</p> <p>16 Q. Would it be fair to say that when the</p> <p>17 decision was made that his work was completed, that</p> <p>18 as far as the transition work over to the internal</p> <p>19 team, the three individuals we've discussed, that</p> <p>20 would have been at much lower rates than what the</p> <p>21 company was paying for Martino's services; correct?</p> <p>22 MS. UREMOVICH: Same objection. You can</p> <p>23 answer, if you can.</p> <p>24 A. The answer is not about transitioning</p> <p>25 the work, it's about when the promise delivered.</p>

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23 (Pages 86 to 89)

Page 86	Page 88
<p>1 It's not in the project mode anymore. It's keep the 2 lights on, which means I -- I don't get the same call 3 to create a new report. I just have to support it 4 and the report doesn't run. That's why it goes to 5 the support teams which are much lower priced. 6 Q. Okay. And were -- was that a decision 7 made within Capsugel or was that a Lonza decision or 8 a combination? 9 A. That's a Capsugel -- original Capsugel 10 decision, support and projects are two different 11 categories in IT. 12 Q. Sorry. I confused those. 13 A. That's okay. 14 Q. So this would be a Capsugel based 15 decision? 16 A. Decision, yes. 17 Q. It would not -- was not influenced by 18 the Lonza merger? 19 A. No. 20 Q. Okay. Perfect. Let me ask it this way, 21 maybe I can save you from a few documents. 22 Once the decision was made that the IT 23 related part of the project had ended and Martino's 24 services were not needed anymore, part of the ending 25 of that process would be returning his badge and</p>	<p>1 (Exhibit P-19, Memo dated 7/27/17, Bates 2 stamped Capsugel 000031 through 033 was received and 3 marked for identification.) 4 Q. Can you identify Plaintiff's Exhibit 19? 5 MS. UREMOVICH: Objection to the extent 6 it calls for speculation. You can identify it, if 7 you can. 8 A. This is the e-mail I received from you, 9 Steve, about the pending case that we are talking 10 about. 11 Q. Okay. This was a demand letter -- 12 A. Yes. 13 Q. -- that you received from my office? 14 A. Yeah, I don't know the exact legal term. 15 Yes, that's what it is. 16 Q. Okay. I mean, so -- and for purposes of 17 identification, the actual letter is the second and 18 third page of the exhibit; is that correct? 19 A. Yes, that's correct. 20 Q. And the first page at the bottom is the 21 actual e-mail transmittal from me to you; correct? 22 A. That's correct. 23 Q. So it's fair to say you did receive it? 24 A. I did. 25 Q. And then you generated an e-mail to</p>
Page 87	Page 89
<p>1 laptop? 2 A. Yes, on the last day of the work. 3 Q. Okay. And so requests were made to 4 Martino to do that, do you recall? 5 A. Yes. I think -- I believe there 6 was -- at the end of the day we -- we asked him to 7 leave behind the laptop and the badge, yes. 8 Q. Okay. So there wasn't any issue in 9 terms of finalizing any of that -- 10 A. Can -- 11 Q. -- to your recollection? 12 A. Can you repeat that question? 13 Q. You don't recall there being any 14 problems or issues related to him returning -- 15 A. Mart -- in Martino's case, I was not 16 there on his last working day. 17 Q. Okay. 18 A. He apparently took the laptop to -- with 19 him, he didn't give it to the help desk or the front 20 office there. He took it home and then he had to 21 mail it in, the package into us. That was the 22 exception. 23 Q. And it was done? 24 A. Yes. 25 Q. Okay. I saved you three exhibits.</p>	<p>1 Danny? 2 A. Yeah, I followed the protocol there. So 3 I have to report it to my boss, and I think it comes 4 -- and then he does his protocols. 5 Q. All right. Now, did you have any 6 discussions with Danny about the demand letter that 7 was not -- not -- not including lawyers? 8 A. Yes, we did. When this came, this was 9 forwarded to him and then he had a discussion, then 10 he asked what this is about. So we just went through 11 this, the details again. 12 Q. Okay. 13 A. And then his next steps were he followed 14 the protocol and he took it to our legal department. 15 Q. Okay. 16 (Exhibit P-20, Memo dated 10/6/17, Bates 17 stamped Capsugel 000036 through 038 was received and 18 marked for identification.) 19 Q. Let me hand you Plaintiff's Exhibit 20 20 and ask you if you can identify that? 21 A. Yes. 22 Q. And what is Plaintiff's 20? 23 A. This is an e-mail exchange between 24 myself and Jarell about the document that you sent 25 and we were exchanging information on how Robert Half</p>

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24 (Pages 90 to 93)

Page 90	Page 92
<p>1 was handling that matter as well.</p> <p>2 Q. All right. So to put it -- put this in</p> <p>3 the proper context, you reached out to Jarell in</p> <p>4 October of 2017 about whether there were any updates</p> <p>5 on --</p> <p>6 A. Yes. So one of the things that we did</p> <p>7 after going into our legal department was --</p> <p>8 MS. UREMOVICH: Objection to the extent</p> <p>9 it calls for privileged information. Don't disclose</p> <p>10 anything that you spoke with your legal team about,</p> <p>11 just answer --</p> <p>12 MR. CLARK: No --</p> <p>13 MS. UREMOVICH: -- about what, these</p> <p>14 documents --</p> <p>15 MR. CLARK: Right.</p> <p>16 MS. UREMOVICH: -- and these e-mails.</p> <p>17 Q. But you can testify about actions that</p> <p>18 you took. So that's to the extent that includes</p> <p>19 actions that you took.</p> <p>20 A. To reach out to the vendor, yes.</p> <p>21 Q. Yes. So let me ask it this way. Do you</p> <p>22 know whether you shared with the vendor a copy of</p> <p>23 the -- my demand letter which is Plaintiff's 19?</p> <p>24 A. I don't recall doing it myself.</p> <p>25 Q. Okay.</p>	<p>1 (Exhibit P-21, Document entitled,</p> <p>2 "Screenshots of a Portion of Capsugel 000852" was</p> <p>3 received and marked for identification.)</p> <p>4 Q. Let me show you what I've marked as</p> <p>5 Plaintiff's Exhibit 21. Have you seen this before?</p> <p>6 A. No.</p> <p>7 Q. Okay. Were there -- strike that. To</p> <p>8 your knowledge, were there ever any discussions with</p> <p>9 Robert Half about them not using Martino in the</p> <p>10 future because he had filed litigation against</p> <p>11 Capsugel?</p> <p>12 A. No, not that I'm aware.</p> <p>13 Q. Or what I would call a request of</p> <p>14 blackballing him?</p> <p>15 A. No.</p> <p>16 Q. In 21, on -- again, the first page is</p> <p>17 a -- just a blowup, if you will, from one of the</p> <p>18 entries on the second page, in the comment section it</p> <p>19 says: Do not use for any type of role. He filed a</p> <p>20 lawsuit against one of our clients because the client</p> <p>21 ended his engagement three months early. Do you see</p> <p>22 that?</p> <p>23 A. Yes.</p> <p>24 Q. Do you recall on -- having any</p> <p>25 conversations with Jarell on that subject?</p>
Page 91	Page 93
<p>1 A. But I don't know the -- the subsequent</p> <p>2 steps that happened.</p> <p>3 Q. All right. Were there any -- besides</p> <p>4 the e-mail communication that's reflected in PX-20</p> <p>5 were there any phone conversations between you and</p> <p>6 Jarell in this time frame about an update on the</p> <p>7 situation with Martino?</p> <p>8 A. Yes. We did connect a few times, almost</p> <p>9 the same statement that we talked about, see if there</p> <p>10 were any updates and what they were doing about it as</p> <p>11 well.</p> <p>12 Q. Okay. Were there any communications</p> <p>13 about the difference -- or were -- did you -- strike</p> <p>14 that. Start over.</p> <p>15 In those conversations, did you become</p> <p>16 aware through Jarell that the signed subcontract</p> <p>17 agreement with -- between Half and Martino and CPM</p> <p>18 was for a different project claim than the statement</p> <p>19 of work?</p> <p>20 A. No, not that I recall discussing that.</p> <p>21 Q. Did that ever come up in discussions</p> <p>22 with Jarell?</p> <p>23 A. Not until we saw the discovery notes</p> <p>24 that our contract terms were different.</p> <p>25 Q. Okay.</p>	<p>1 A. No.</p> <p>2 Q. Not the blackball issue, but the -- the</p> <p>3 client ending his engagement three months early?</p> <p>4 A. No.</p> <p>5 (Exhibit P-22, Plaintiffs' Second</p> <p>6 Amended Complaint was received and marked for</p> <p>7 identification.)</p> <p>8 MS. UREMOVICH: Thank you.</p> <p>9 Q. Let me hand you what I've marked as</p> <p>10 Plaintiff's Exhibit 22. Have you seen Plaintiff's</p> <p>11 Exhibit 22 before?</p> <p>12 A. Yes, yesterday we were talking about it.</p> <p>13 Q. All right. And Plaintiff's 22 is the</p> <p>14 second amended complaint with the, what I'll call the</p> <p>15 lawsuit against Capsugel. Now, I'm not asking you</p> <p>16 whether or not you agree with the contentions, but I</p> <p>17 just want to ask, do you understand what the</p> <p>18 contentions are in the lawsuit?</p> <p>19 A. Yes.</p> <p>20 Q. And the contentions are -- there are two</p> <p>21 claims. Is it your understanding there are two</p> <p>22 claims in the lawsuit, one, discrimination based on</p> <p>23 the New -- New Jersey law against discrimination or</p> <p>24 what's referenced as LAD on -- on page three?</p> <p>25 A. Yes.</p>

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25 (Pages 94 to 97)

Page 94	Page 96
<p>1 Q. And then a tortious interference for</p> <p>2 contract claim which is Count 2 that's referenced on</p> <p>3 page 5?</p> <p>4 A. Yes.</p> <p>5 Q. To kind of recap, mid-June is -- we've</p> <p>6 talked about the meeting with Martino where you and</p> <p>7 Danny -- short meeting -- told him his services</p> <p>8 weren't going to be needed; right?</p> <p>9 A. Yes.</p> <p>10 Q. And then -- then there was a -- at that</p> <p>11 time was he told his end date would be June 30 or was</p> <p>12 that a follow-up discussion?</p> <p>13 A. I think he was told it was the end of</p> <p>14 the month, not exactly the date maybe.</p> <p>15 Q. Okay. And in that meeting, was he told</p> <p>16 that he -- in the remaining two weeks, basically,</p> <p>17 that he was to transition his work over to the</p> <p>18 internal team?</p> <p>19 A. I think that came subsequently in terms</p> <p>20 of transition plan.</p> <p>21 Q. Okay. And that's that Skype --</p> <p>22 A. Meeting at ITS, yes.</p> <p>23 Q. Was on the 27th?</p> <p>24 A. I thought it was the 17th. Yeah, the</p> <p>25 meeting itself, yes.</p>	<p>1 want to ask you is kind of in this time frame between</p> <p>2 the initial meeting and your last communications with</p> <p>3 Martino before you received my demand letter. Were</p> <p>4 there ever any discussions that you had with Martino</p> <p>5 at all about the difference between the statement of</p> <p>6 work length of three months and his agreement with</p> <p>7 Robert Half being six months plus?</p> <p>8 A. I don't think we discussed that at all.</p> <p>9 I believe we parted well. In fact, that -- we were</p> <p>10 surprised to receive the letter.</p> <p>11 Q. Okay. So your -- you have no</p> <p>12 recollection of discussing --</p> <p>13 A. Contract duration.</p> <p>14 Q. -- duration?</p> <p>15 A. No.</p> <p>16 Q. Okay. On Plaintiff's 22, if you would</p> <p>17 look at page four, paragraph 19, you'll see there's a</p> <p>18 reference in the first sentence of 19 -- again I'm</p> <p>19 not asking you to agree or disagree, -- there's a</p> <p>20 reference to the Immigration Reform and Control Act</p> <p>21 or IRCA, 8 U.S.C., Section 1324b. Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. All right. Is that a statute that you</p> <p>24 have any familiarity with?</p> <p>25 A. No.</p>
Page 95	Page 97
<p>1 Q. I think we had the meeting invite.</p> <p>2 A. Yes, the 27th.</p> <p>3 Q. I think it was the 27th, but you're</p> <p>4 welcome to look. We've gone through a lot of paper.</p> <p>5 MS. UREMOVICH: Exhibit 9.</p> <p>6 THE WITNESS: 9?</p> <p>7 MS. UREMOVICH: Yeah.</p> <p>8 THE WITNESS: Here it is.</p> <p>9 A. Yes, the 27th, yes.</p> <p>10 Q. The 27th?</p> <p>11 A. (Witness nods head.)</p> <p>12 Q. And then from what I understand, you</p> <p>13 weren't there on his last day, you were --</p> <p>14 A. I believe I missed his last day.</p> <p>15 Q. Okay. So let me kind of take it</p> <p>16 up -- but you were involved -- those -- those were</p> <p>17 part of the three exhibits I didn't mark, but you</p> <p>18 were involved in follow-up discussions with Martino</p> <p>19 about returning the badge and the laptop, which</p> <p>20 would have -- would have been, I can show them to</p> <p>21 you, would it be --</p> <p>22 A. That's correct.</p> <p>23 Q. -- in July?</p> <p>24 A. Yes.</p> <p>25 Q. So what I want to try to ask -- what I</p>	<p>1 MR. CLARK: Let's mark this one as well.</p> <p>2 (Exhibit P-23, Document entitled, "Title</p> <p>3 8 - Aliens and Nationality, Page 362," was received</p> <p>4 and marked for identification.)</p> <p>5 Q. Let me hand you what I've now marked as</p> <p>6 Exhibits 23 and 24. And let me tell you for</p> <p>7 identification purposes, 23 is a copy of the 8</p> <p>8 U.S.C., Section 1324b.</p> <p>9 And then PX-24 is a copy of a release</p> <p>10 from the Department of Justice April 3, 2017,</p> <p>11 cautioning employers seeking H-1B visas not to</p> <p>12 discriminate against U.S. workers. Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Now, you're not a lawyer, so I'm not</p> <p>15 going to hold you to that, but do you -- before this</p> <p>16 lawsuit began, did you have any familiarity either</p> <p>17 with 1324b or the Justice Department press release?</p> <p>18 MS. UREMOVICH: Objection to the extent</p> <p>19 that it's been asked and answered. You can answer if</p> <p>20 you can.</p> <p>21 A. Not -- not the technical details, but,</p> <p>22 yes, we were aware in general principles of what</p> <p>23 those meant.</p> <p>24 Q. Okay. So you were generally aware of</p> <p>25 these -- sorry. All right. Back on the record.</p>

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26 (Pages 98 to 101)

Page 98	Page 100
<p>1 After the -- after the buzzing. Okay. Let's put 2 aside the issues involving Martino which was the 3 litigation that we're in here today. What I'm trying 4 to really ask is, before the issues emerged in the 5 lawsuit that Martino has filed through his company 6 and himself against Capsugel, was -- was there a 7 general awareness related to the prohibitions in 8 1324b and the press release issued by the Justice 9 Department? 10 MS. UREMOVICH: Objection. Calls for 11 speculation. You can answer if you can. 12 Q. I'm just asking as it relates to you? 13 A. A general awareness was there, yes. 14 Q. And what was your general awareness as 15 it relates to the -- to the statute and the Justice 16 Department rules? Again, I'm not holding you to the 17 standard of a lawyer. 18 A. I think -- yeah, the general rules was 19 not to discriminate, as you said. We don't 20 discriminate whether it's anybody -- 21 Q. All right. 22 A. -- not just based on work status. But I 23 think the preface was for U.S. citizens and -- versus 24 H-1B employees. 25 Q. Okay.</p>	<p>1 (Discussion held off the record.) 2 THE VIDEOGRAPHER: Stand by. This 3 begins DVD number three. The time is 12:59 p.m. 4 Back on the record. 5 MR. CLARK: If the reporter will mark 6 the next exhibit here. 7 (Exhibit P-24, Document entitled, 8 "Justice News," was received and marked for 9 identification.) 10 (Exhibit P-25, Defendant's Objections 11 and Answers to Plaintiffs' First Set of 12 Interrogatories was received and marked for 13 identification.) 14 Q. Let me show you what has been marked as 15 Plaintiff's Exhibit 25. And for identification 16 purposes, this is Capsugel's objections and answers 17 to plaintiff's first set of interrogatories. Do you 18 see that? 19 A. Yes. 20 Q. My primary -- let me just ask it -- ask 21 it from this standpoint. Would you have been 22 involved in providing any of the information as far 23 as the answers to interrogatories? 24 A. Some of the e-mail backups that was 25 related to, yes.</p>
Page 99	Page 101
<p>1 MS. UREMOVICH: Do you want to take a 2 quick break? 3 MR. CLARK: Actually let me ask one 4 follow-up question and then we can take a break and I 5 can look through these and see if there is -- 6 MS. UREMOVICH: Anything -- 7 MR. CLARK: -- anything I can kind of 8 whittle down. Because I think I'm pretty close. 9 MS. UREMOVICH: Okay, yeah. 10 Q. Is it fair to say that you do not 11 believe that Capsugel has violated Section 1324b? 12 MS. UREMOVICH: Objection to the extent 13 it calls for a legal conclusion. You can answer, if 14 you can. 15 A. I personally don't believe we have 16 violated anything. This was a -- a fairly simple 17 case. We finished the work that was allocated to 18 somebody and the work was done and that's pretty much 19 how we saw it. 20 MR. CLARK: Okay. Why don't we take 21 that break. 22 MS. UREMOVICH: Let's take that break. 23 Off the record. 24 THE VIDEOGRAPHER: 12:50 p.m. off the 25 record.</p>	<p>1 Q. Okay. What I wanted to get 2 clarification on -- I think this is correct, but if 3 you'll look at Interrogatory No. 14. 4 A. Page? 5 MS. UREMOVICH: Can you provide the page 6 number? 7 MR. CLARK: Page 10. 8 MS. UREMOVICH: Thank you. 9 Q. Interrogatory 14 was asking about during 10 the Martino's interview process, what comments did 11 you or Danny DuPont make in his presence concerning 12 the expected length of time of work at the project. 13 And the answer is during the interview process you 14 and Danny expressed the assignment was expected to 15 last three months as evidenced by the statement of 16 work. That answer really relates to what was 17 discussed with Robert Half; correct? 18 A. Yes. 19 Q. That -- based on your earlier testimony, 20 I just wanted to confirm that as it relates to a 21 specific interview that you had with Martino, the 22 length or duration of the contract was not a topic of 23 discussion? 24 A. That's correct. 25 Q. Okay.</p>

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27 (Pages 102 to 105)

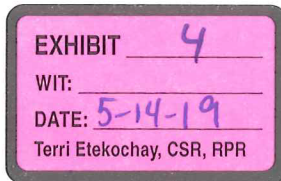
Page 102	Page 104
<p>1 (Exhibit P-26, Defendant's Supplemental</p> <p>2 Objections and Responses to Plaintiff's First</p> <p>3 Requests for Production of Documents was received and</p> <p>4 marked for identification.)</p> <p>5 Q. Let me hand you what's been marked as</p> <p>6 Plaintiff's Exhibit 26, and again for identification</p> <p>7 purposes, this is defendant's supplemental objections</p> <p>8 and responses to plaintiff's first request for</p> <p>9 production of documents. Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. And if you would go to page 7. Request</p> <p>12 for production number 9. Please produce your notes</p> <p>13 from any meetings with Rivaplatá and/or Barry Cormier</p> <p>14 or other Robert Half personnel concerning Rivaplatá.</p> <p>15 The answer is after conducting a diligence search</p> <p>16 defendant has not located any documents that are</p> <p>17 responsive to this request.</p> <p>18 Are -- do you have any electronic or</p> <p>19 written notes that would be responsive to this</p> <p>20 request?</p> <p>21 A. I think we have probably produced all</p> <p>22 the e-mails which are considered additional copies of</p> <p>23 exchange of information.</p> <p>24 Q. These are really asking about notes.</p> <p>25 A. Minutes of meeting, meeting notes.</p>	<p>1 mixture of on site and offshore resources. That's</p> <p>2 the norm in these days in terms of operating mode.</p> <p>3 And we have differences again there between projects</p> <p>4 which is essentially new building versus support,</p> <p>5 support mean keeping the lights on, day-to-day</p> <p>6 activities.</p> <p>7 Q. Right.</p> <p>8 A. As you would have seen in most places</p> <p>9 the preferred choice of -- has always been offshore</p> <p>10 for support activities.</p> <p>11 Q. Okay. Is it fair to say at least from</p> <p>12 what's been depicted on Plaintiff's Exhibit 3, that</p> <p>13 from a staffing standpoint, the number of actual</p> <p>14 employees is relatively small when compared to</p> <p>15 else -- either offshore or outside contractors?</p> <p>16 MS. UREMOVICH: Objection to the extent</p> <p>17 it calls for speculation. You can answer if you can.</p> <p>18 A. So we're a private equity firm. So they</p> <p>19 had basically the operating model, keep the</p> <p>20 employees, you know, in terms of how lean we are as</p> <p>21 an organization. That's -- that was always how</p> <p>22 Capsugel operated.</p> <p>23 MS. UREMOVICH: Speak up just a little</p> <p>24 bit.</p> <p>25 A. It was just an operating model of</p>
Page 103	Page 105
<p>1 Q. Meeting notes or meetings (sic) of</p> <p>2 discussions, whether they were recorded, you know,</p> <p>3 handwritten or electrically, are there any such notes</p> <p>4 that you're aware of?</p> <p>5 A. No, there is no other physical notes</p> <p>6 other than the digital that we've already supplied.</p> <p>7 Q. Okay. I just wanted to confirm that for</p> <p>8 record purposes. Thank you.</p> <p>9 All right. To kind of finish up here I</p> <p>10 want to go to Plaintiff's 3. And I'm going to limit</p> <p>11 my question really to the time frame where you</p> <p>12 assumed your role, I guess, as business systems</p> <p>13 analysis manager 2, is the title, do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Anyway, the time frame where you assumed</p> <p>16 that role moving forward, as it relates to the IT</p> <p>17 part of the business practice, can you explain</p> <p>18 what -- from a business practice perspective, why</p> <p>19 Capsugel uses a combination of employees and</p> <p>20 contractors to do the IT work?</p> <p>21 MS. UREMOVICH: Objection to the extent</p> <p>22 it calls for speculation. You can answer, if you</p> <p>23 can.</p> <p>24 A. I think it's -- it's a standard IT, you</p> <p>25 know, practice in any company that it has a right</p>	<p>1 Capsugel and the -- and the parent at that time.</p> <p>2 Q. Okay. And that was basically determined</p> <p>3 when Capsugel spun off from --</p> <p>4 A. From Pfizer.</p> <p>5 Q. -- from Pfizer. So, really, it was to</p> <p>6 keep it lean on the employee overhead side and then</p> <p>7 utilize out -- outside contractor services to</p> <p>8 complete the work?</p> <p>9 A. Correct.</p> <p>10 Q. Projects?</p> <p>11 A. Yes.</p> <p>12 Q. Be more accurate, complete the project?</p> <p>13 A. Projects.</p> <p>14 Q. And obviously from a cost standpoint</p> <p>15 it's cheaper to use offshore labor?</p> <p>16 MS. UREMOVICH: Objection. It calls for</p> <p>17 speculation.</p> <p>18 A. Yes.</p> <p>19 Q. Okay.</p> <p>20 MR. CLARK: Thank you for your time and</p> <p>21 patience. I'll pass the witness.</p> <p>22 MS. UREMOVICH: We'll reserve our</p> <p>23 questions until the time of trial. And again the</p> <p>24 witness has the opportunity to read and sign and I</p> <p>25 think we're good to go.</p>

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28 (Pages 106 to 108)

Page 106	Page 108																																										
<p>1 MR. CLARK: Thank you very much.</p> <p>2 Appreciate your patience.</p> <p>3 THE VIDEOGRAPHER: This concludes the</p> <p>4 deposition. The time is 1:10 p.m. Going off the</p> <p>5 record.</p> <p>6 (Whereupon the deposition concluded at</p> <p>7 1:10 p.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11 _____</p> <p>12 MURALIDHAR N. NUGGEHALI</p> <p>13 Subscribed and sworn to</p> <p>14 before me this ____ day</p> <p>15 of _____, 2019.</p> <p>16 _____</p> <p>17 Notary Public</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 ERRATA SHEET</p> <p>2 CASE NAME: CPM Consulting vs. Capsugel</p> <p>3 DATE OF DEPOSITION: 6/13/19</p> <p>4 WITNESS' NAME: MURALIDHAR N. NUGGEHALI</p> <table border="1"> <thead> <tr> <th>PAGE/LINE(S)/</th> <th>CHANGE</th> <th>REASON</th> </tr> </thead> <tbody> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> </tbody> </table> <p>18 _____</p> <p>19 MURALIDHAR N. NUGGEHALI</p> <p>20 SUBSCRIBED AND SWORN TO</p> <p>21 BEFORE ME THIS ____ DAY</p> <p>22 OF _____, 2019.</p> <p>23 _____</p> <p>24 NOTARY PUBLIC</p> <p>25 MY COMMISSION EXPIRES _____</p>	PAGE/LINE(S)/	CHANGE	REASON	5			6			7			8			9			10			11			12			13			14			15			16			17		
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<p>Page 107</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3 I, VIOLA S. ZBOROWSKI, a Notary Public and</p> <p>4 Certified Shorthand Reporter of the State of New</p> <p>5 Jersey, License No. 30X100103000, do hereby certify</p> <p>6 that prior to the commencement of the examination,</p> <p>7 MURALIDHAR N. NUGGEHALI was duly sworn by me to</p> <p>8 testify the truth, the whole truth and nothing but</p> <p>9 the truth.</p> <p>10 I DO FURTHER CERTIFY that the foregoing is a</p> <p>11 true and accurate transcript of the testimony as</p> <p>12 taken stenographically by and before me at the time,</p> <p>13 place and on the date hereinbefore set forth.</p> <p>14 I DO FURTHER CERTIFY that I am neither a</p> <p>15 relative nor employee nor attorney nor counsel of any</p> <p>16 of the parties to this action, and that I am neither</p> <p>17 a relative nor employee of such attorney or counsel,</p> <p>18 and that I am not financially interested in the</p> <p>19 action.</p> <p>20</p> <p>21</p> <p>22 _____</p> <p>23 Notary Public of the State of New Jersey</p> <p>24 My Commission expires October 2, 2021</p> <p>25 Dated: 6/14/19</p>																																											

EXHIBIT C



AGREEMENT NO. _____

ROBERT HALF TECHNOLOGY SUBCONTRACTOR SERVICES AGREEMENT

This Robert Half Technology Subcontractor Services Agreement (this "Agreement") is entered into as of April 3, 2017, by and between CPM Consulting LCC ("Subcontractor") and Robert Half Nevada Staff, Inc., through its division Robert Half Technology ("Robert Half Technology").

1. SERVICES

a. From time to time, on an as needed basis, Subcontractor agrees to provide its staff ("Personnel") to provide information technology services (the "Services"), as are described in a mutually agreed to and signed Work Schedule, in the form attached hereto as Exhibit A (the "Work Schedule"). Unless Robert Half Technology expressly agrees to Subcontractor's use of contractors in writing, Subcontractor shall only assign employees and shall not assign independent contractors (e.g., 1099s or other subcontractors) as Personnel. Subcontractor shall provide the Services directly to the client and/or clients of Robert Half Technology ("Client"). Subcontractor, in Subcontractor's sole discretion, shall determine the means and manner of performing the Services.

b. Subcontractor is not authorized (i) to perform Services outside of the scope of the Work Schedule, (ii) to sign contracts or statements (including SEC documents), (iii) to make management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to operate machinery (other than office machines) or automotive equipment or (vi) to make decision for any major acquisition, purchase or policy decision relating to Client's business.

c. Robert Half Technology and Client shall provide no training, tools, equipment or other materials to Subcontractor.

d. At any time, Robert Half Technology may arrange for other subcontractors or Robert Half Technology's own employees to provide the same or similar services to Client.

2. COMPENSATION

a. Subcontractor shall be paid weekly, only for hours actually worked, at an hourly rate as indicated on the Work Schedule, without reduction for income tax withholdings or other employee deductions. No amount will be deducted or withheld from Subcontractor's compensation for state, local or federal taxes. Subcontractor and Personnel shall receive no other compensation or benefits for services provided hereunder. In order to be paid, Subcontractor must submit a time card signed by an authorized representative of Client to Robert Half Technology each week in accordance with such procedures as may be established by Robert Half Technology from time to time.

b. All expenses incident to Subcontractor's performance of the Services under this Agreement shall be borne by Subcontractor, unless approved in advance in writing by Robert Half Technology.

c. Notwithstanding any other provision of this Agreement, should Subcontractor fail to make prompt payment of wages or fees to Personnel performing services hereunder, Robert Half Technology, may at its election, contract directly with Personnel for the performance of the Services.

d. In no event shall Subcontractor or Personnel be entitled to participate in any employee benefit programs or fringe benefits which may be offered by Client, Robert Half Technology, or their respective affiliates.

e. Subcontractor shall not, and shall cause Personnel to not, disclose Subcontractor's or Personnel's rate of pay to any third party, including without limitation, any Client, customer or co-worker. Any such disclosure may result in Subcontractor's and/or Personnel's immediate termination.

3. RELATIONSHIP/TERM/GUARANTEE

a. Subcontractor and Personnel shall function under this Agreement solely as independent contractors performing services for Robert Half Technology and/or Client, and not as employees, agents, representatives, partners or joint venturers of Robert Half Technology and/or Client or their respective affiliates.

b. Subcontractor acknowledges and agrees that this Agreement and/or any Work Schedule may be terminated at any time by Robert Half Technology with or without cause for no reason or any reason, and that nothing in this Agreement or otherwise shall confer upon Subcontractor or Personnel any right to provide Services to Robert Half Technology or any Client or restrict the right of Robert Half Technology to terminate this Agreement at any time.

c. If for any reason Client or Robert Half Technology is dissatisfied with Personnel, Subcontractor will remove such person or persons immediately and, if requested by Robert Half Technology, provide a replacement or replacements as soon as practicable. If Client notifies Robert Half Technology of its dissatisfaction prior to the conclusion of such person's or persons' third day of work, Subcontractor will not charge Robert Half Technology for the first 24 hours worked by such person or persons. If Robert Half Technology is required to credit or pay Client for the Services, Robert Half Technology may seek repayment from Subcontractor or withhold the guarantee payment from Subcontractor's fee.

4. CONFIDENTIAL INFORMATION/INTELLECTUAL PROPERTY

a. Subcontractor acknowledges, that in the course of Subcontractor's provision of Services, Subcontractor and Personnel may be provided with, create or have access to, Confidential Information belonging to Robert Half Technology, Client or other parties. Confidential Information includes any and all information which any party may consider proprietary or otherwise wish to keep confidential, including, but not limited to, business plans, marketing strategies, customer lists, computer programs, schematics, source code, object code, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, litigation documents and procurement requirements, and technical information included in or on tracings, flowcharts, software program code, drawings, field notes, calculations, specifications and engineering data. Subcontractor agrees, and shall cause Personnel, to hold in strict confidence all Confidential Information which Subcontractor or Personnel uses or to which Subcontractor

or Personnel gain access during the course of performance hereunder, and Subcontractor shall not use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of Subcontractor's and Personnel's of the Services.

b. Subcontractor agrees not to disclose, indirectly or directly, to Robert Half Technology or any Client any information or data the disclosure of which would constitute a violation of any obligation to, or infringe the rights of, any third party.

c. Subcontractor agrees that all intellectual property, including, but not limited to, any inventions, works of authorship, copyrights or other intellectual property (e.g., all writings, artwork, graphics, ideas, market research, strategies, source code and documentation) ("Intellectual Property Rights"), conceived, developed, originated, fixed or reduced to practice by Subcontractor and Personnel during Subcontractor's and Personnel's provision of Services shall be the sole and complete property of Client, whether as a work made for hire or otherwise. Subcontractor hereby assigns and conveys Subcontractor's and Personnel's entire right, title and interest to any and all Intellectual Property Rights to Client or to its customer, as the case may be. Subcontractor and Personnel agree to execute all applications or registrations for the Intellectual Property Rights and any other instruments deemed necessary or helpful for Client to secure and enforce its rights. Subcontractor shall make no charge or claim for additional compensation or any other consideration for signing such documents or providing such assistance. Subcontractor shall, immediately upon creation and without prior request, disclose to Client all such Intellectual Property Rights.

d. Upon the termination or completion of Services to any Client, Subcontractor agrees immediately to return, all information, data and any other materials supplied by or obtained from Client in the course of Subcontractor's and Personnel's Services, along with all copies thereof in Subcontractor's and Personnel's possession and control. If Subcontractor or any of Subcontractor's Personnel fail to return any of Client's information, data or other materials, Robert Half Technology may withhold all or a portion of the Subcontractor's fee until satisfactory evidence of the return of such information, data or materials is provided to Robert Half Technology.

e. Subcontractor acknowledges and agrees that the disclosure of any Confidential Information or any other violation of the terms of this Section 4 would cause immediate and irreparable injury, loss and damage to Robert Half Technology, Client and/or its customers and that an adequate remedy at law for such injury, loss and damage does not exist, and that in the event of such disclosure or threatened disclosure, Robert Half Technology, Client and/or its Customers shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce a provision of this Agreement, without the necessity of proof of actual damage or loss or the posting of a bond.

5. LIMITATION ON EMPLOYMENT WITH CLIENTS

Subcontractor agrees, and shall cause Personnel to agree, as a condition of this Agreement and the assignment of Subcontractor and Personnel to Client that Subcontractor and Personnel will not solicit or accept an offer of employment with, or otherwise directly or indirectly provide, on a full-time, part-time or temporary basis, information technology services to Client or its affiliates until the expiration of

twelve months after termination of this Agreement without payment to Robert Half Technology of a finder's fee in the amount of \$25,000 per assignment. Subcontractor shall, and shall cause Personnel to, immediately notify Robert Half Technology if Client or any of its affiliates solicits Subcontractor and/or Personnel.

6. REPRESENTATIONS AND WARRANTIES OF SUBCONTRACTOR

a. Subcontractor represents and warrants that Personnel are the employees or contractors of Subcontractor, and Personnel are not, and shall not be deemed to be, employees of Robert Half Technology or Client. Subcontractor represents and warrants that it shall be solely responsible to pay, when due, salaries, wages (including but not limited to any overtime and/or double time as required under applicable law) and other forms of compensation or reimbursement and all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges payable to, or on behalf of, Personnel. On or before commencement of Services, Subcontractor shall deliver to Robert Half Technology an original Personnel Agreement ("Personnel Agreement") executed by all Personnel named in each Work Schedule in the form of Exhibit B attached to this Agreement.

b. Subcontractor represents and warrants that it is a corporation or limited liability company duly incorporated/organized, validly existing and in good standing under the laws of its state of incorporation/organization and in every state where required. If Subcontractor is not a corporation or limited liability company (e.g., Subcontractor is either a partnership or a sole proprietorship), Subcontractor represents and warrants that it has been an independent business providing information technology services for two years or more.

c. Subcontractor shall maintain the following policies of insurance covering Subcontractor and Personnel at all times while performing Services and for one year thereafter:

- i. Workers' Compensation and Employers' Liability Insurance as prescribed by law,
- ii. Commercial General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than \$1,000,000 per occurrence,
- iii. Professional Liability or Errors and Omissions Insurance covering all Services provided or contemplated hereby, in an amount not less than \$1,000,000 per claim, and
- iv. A Fidelity Bond in an amount not less than \$1,000,000.

The foregoing insurance shall provide (a) that it may not be terminated without 30 business days' prior written notice to Robert Half Technology, (b) that Client, Robert Half Technology and their respective directors, officers, shareholders, employees and affiliates are additional insureds, (c) that it is primary coverage with respect to all insureds and (d) a waiver of subrogation against Client, Robert Half Technology, and their respective directors, officers, shareholders, employees and affiliates. Subcontractor has provided or will, prior to commencement of any Services, provide to Robert Half Technology certificates of insurance and other documentary evidence as to the representations set forth in this Section 6, including certificates of incorporation.

d. Subcontractor certifies that it is fully in compliance, if applicable, with Executive Order 11246, The Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. Subcontractor further certifies that it has maintained records sufficient to document its compliance with these requirements.

e. Both parties agree to comply with all applicable equal employment opportunity laws, including Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, and, if applicable, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.

f. Subcontractor represents and warrants that all Services shall be of the highest professional standards, quality and workmanship and shall be provided using Subcontractor's and Personnel's independent skill and judgment in the means and manner that are most suitable to perform the work contemplated hereunder. While on the site of Client's business, Subcontractor shall, and shall cause Personnel to, abide by Client's applicable rules and regulations at all times.

g. Subcontractor represents and warrants that all information provided by Subcontractor and Personnel to Robert Half Technology or Client or upon which Robert Half Technology or Client has relied, including, but not limited to, resumes, interviews and references, is and will be complete, true and correct in all respects.

h. Subcontractor shall fully comply, and shall cause Personnel to fully comply, with the employment eligibility verification and other provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated thereunder, as such may be amended from time to time, and Subcontractor shall not provide to Robert Half Technology any Personnel if Subcontractor knows, or has any reason to believe, that such Personnel is not authorized to perform the Services required under the applicable Work Schedule in the United States.

i. Subcontractor represents and warrants that Subcontractor's and Personnel's execution and delivery of this Agreement and the performance of its duties hereunder do not, and will not, breach or conflict with any obligation of Subcontractor and Personnel to a previous employer, client or other party or any obligation to keep confidential any information acquired by Subcontractor and Personnel prior to the date hereof.

j. Subcontractor represents and warrants that all Personnel have agreed in writing that Subcontractor either employs or contracts with the Personnel. Within one (1) day written request from Robert Half Technology, Subcontractor must provide written evidence that the Personnel agreed to be employed or to contract with Subcontractor. If Subcontractor cannot provide such evidence, Robert Half Technology may hire or engage the Personnel directly.

7. INDEMNITY

a. Subcontractor is solely and entirely responsible and liable for the Services; and Robert Half Technology shall have no liability whatsoever for the Services. Subcontractor shall indemnify, defend and hold Client, Robert Half Technology and their respective directors, officers, shareholders, employees and affiliates, harmless from and against, any and all liabilities, losses, damages, settlements,

claims, costs and expenses, including, but not limited to, reasonable attorneys' fees, and any and all actions, suits, proceedings, demands, penalties, assessments or judgments, cost and expenses (collectively, "Losses"), arising out of or related to (i) the provision of Services by Subcontractor or Personnel or the breach of this Agreement, or (ii) the failure of Subcontractor to perform obligations under this Agreement, including but not limited to its obligation to pay all wages and compensation to Personnel.

b. Subcontractor agrees that Robert Half Technology will not be responsible for any losses, damages, expenses or claims arising from any personal injury, thefts or other property damage sustained in connection with the transportation or handling of cash or negotiable instruments by Subcontractor and Personnel. Subcontractor assumes the risk for all such activities.

8. NON-SOLICITATION

a. Except as provided by this Agreement, Robert Half Technology shall not directly solicit for hire or employment, on a full-time, part-time or temporary basis, any employees who have been assigned to a Client, until six months after the commencement of the employee's assignment with Robert Half Technology. Notwithstanding the foregoing, Subcontractor acknowledges that Robert Half Technology is a personnel services firm specializing in the placement of individuals on a permanent, temporary, and contract consulting basis. The restrictions on solicitation of employment or hiring contained in this Section 8 shall not apply to solicitations or hiring by employees of Robert Half Technology who had no contact with Subcontractor's employees in conjunction with the Services and who were not specifically instructed to solicit such Subcontractor employee, by name, by an employee of Robert Half Technology who did have such contact. At the end of the six month period, Robert Half Technology can solicit, hire or engage such Personnel directly without payment of any fee or additional compensation to Subcontractor and Subcontractor shall release such Personnel from any restrictive covenants that would prevent said Personnel from working for or with Robert Half Technology.

b. During the term of this Agreement and for six months thereafter, Subcontractor shall not solicit for hire or offer employment to, on a full-time, part-time or temporary basis, any employees or former employees of Client, Robert Half Technology and their respective affiliates.

9. MISCELLANEOUS

a. The obligations contained in Section 4 and 5 of this Agreement shall be binding upon Subcontractor and Subcontractor's Personnel. Subcontractor will advise its Personnel of the terms of this Agreement and will obtain the written agreement of Personnel in the form of agreement attached hereto as Exhibit B.

b. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to the subject matter hereof. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

c. Subcontractor may not, without the express written permission of Robert Half Technology, assign, subcontract work, delegate or pledge any rights or obligations hereunder.

d. No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by Robert Half Technology of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.

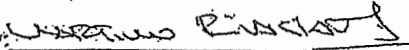
e. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Subcontractor

Robert Half Nevada Staff, Inc., through its division
Robert Half Technology

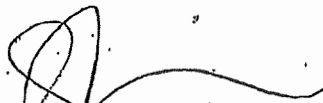
CRM Consulting LLC
Corporate Name

By: 
Signature

Martino Riva
Printed Name

SR. SAP HANA MODELER
Title

20-5767450
Federal ID Number

By: 
Signature

Amy Phetkanya
Printed Name

Regional Manager
Title

EXHIBIT A
WORK SCHEDULE

This Work Schedule is issued pursuant to the Robert Half Technology Subcontractor Services Agreement dated as of April 3, 2017, by and between CPM Consulting LLC ("Subcontractor") and Robert Half Nevada Staff, Inc., through its division Robert Half Technology ("Robert Half Technology").

Description of Work: SAP HANA Data Modeler

Client Name: Capsugel

Work Location: Morristown, NJ

Personnel Name: Martino Rivapata

Hourly Pay Rate: \$165/Hr.

Expected Start Date: April 3, 2017

Expected Project Length: 6 months +

Client Project Manager and Phone Number: Muralidhar Nugehalli 862-345-0779

Robert Half Technology Contact and Phone Number: Russ Neldhardt/ 702-369-3825 x 29656

Travel Arrangements and Other Expenses: Subject to prior approval of Client.
N/A

Accepted By:

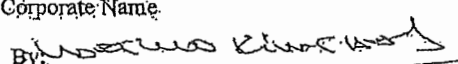
Subcontractor

Robert Half Nevada Staff, Inc., through its division
Robert Half Technology

CPM Consulting LLC

Corporate Name

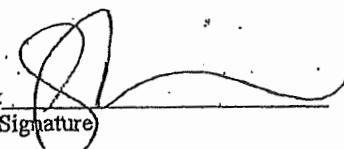
By:


Signature

Martino Rivapata
Printed Name

SR. SAP HANA MODELER
Title

By:


Signature

Amy Phetkanya
Printed Name

Regional Manager
Title

EXHIBIT B PERSONNEL AGREEMENT

This Personnel Agreement (this "Agreement") is entered into as of April 3, 2017, by and between Martino Rivasplata ("Consultant") and Robert Half Nevada Staff, Inc., through its division Robert Half Technology ("Robert Half Technology").

1. SUBCONTRACTOR AGREEMENT - CONSULTING SERVICES

a. Consultant is an employee or potential employee of CPM Consulting LLC ("Subcontractor"). Subcontractor has agreed to provide certain services (the "Services"), including the services of Consultant, to client and/or clients of Robert Half Technology ("Client") pursuant to the Robert Half Technology Subcontractor Services Agreement dated as of April 3, 2017 (the "Subcontractor Agreement"), and Consultant has been informed of the scope and nature of such Services and agrees to this Agreement in consideration for being considered to perform some or all of such Services.

b. Consultant represents and warrants that the performance of Consultant's Services for Client under the Subcontractor Agreement do not, and will not, breach or conflict with any obligation of Consultant to a previous employer, client or other party or any obligation to keep confidential any information acquired by Consultant prior to the date hereof. Consultant further agrees not to make use of any third party intellectual property, proprietary information, ideas or material in connection with Subcontractor's engagement with Robert Half Technology.

c. Consultant understands and agrees that he or she is solely the employee of Subcontractor, and Consultant shall not, in any event, be deemed to be an employee of Client, Robert Half Technology or their respective affiliates or be entitled to participate in any employee benefit programs or fringe benefits which may be offered by Client, Robert Half Technology and their respective affiliates.

d. Consultant agrees to not disclose Consultant's rate of pay to any third party, including, but not limited to, any Client, customer or co-worker. Any such disclosure may result in Consultant's immediate termination.

e. Consultant represents and warrants that all information provided by Consultant to Subcontractor, Robert Half Technology and/or Client, including, but not limited to, resumes, interviews and references, is complete, true and correct in all respects.

2. CONFIDENTIAL INFORMATION/INTELLECTUAL PROPERTY

a. Consultant acknowledges that in the course of Subcontractor's engagement by Robert Half Technology, Consultant may be provided with, or have access to, Confidential Information belonging to Robert Half Technology, Client or other parties. "Confidential Information" means any and all information which any party may consider proprietary or otherwise wish to keep confidential, including, but not limited to, business plans, marketing strategies, customer lists, computer programs, schematics, source code, object code, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, litigation documents and procurement requirements and technical information included in, or on, tracings, flow charts, software program code, drawings, field notes, calculations,

specifications and engineering data. Consultant agrees to hold in strict confidence all Confidential Information which Consultant uses or to which Consultant gains access during or in connection with the performance of Services, and Consultant shall not use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of Consultant's Services.

b. Contractor agrees that all intellectual property, including, but not limited to, any inventions, works of authorship, copyrights or other intellectual property (e.g., all writings, artwork, graphics, ideas, market research, strategies, source code and documentation) ("Intellectual Property Rights"), conceived, developed, originated, fixed or reduced to practice by Contractor during Contractor's provision of Services shall be the sole and complete property of Client, whether as a work made for hire or otherwise. Consultant hereby assigns and conveys Consultant's entire right, title and interest to any and all Intellectual Property Rights to Client or to its customer, as the case may be. Consultant agrees to execute all applications or registrations for the Intellectual Property Rights and any other instruments deemed necessary or helpful for Client or its customer to secure and enforce its rights. Consultant shall make no charge or claim for additional compensation or any other consideration for signing such documents or providing such assistance. Consultant shall, immediately and without prior request, disclose to Client all such Intellectual Property Rights.

c. Upon the termination of Consultant's assignment to any Client, Consultant agrees immediately to return to Client all information, data and any other materials supplied by, obtained from or created for Client in the performance of the Services, along with all copies thereof in Consultant's possession and/or control.

d. Consultant acknowledges and agrees that the disclosure of any Confidential Information or any other violation of the terms of this Section 2 would cause immediate and irreparable injury, loss and damage to Robert Half Technology, Client and/or its customers and their respective affiliates and that an adequate remedy at law for such injury, loss and damage does not exist, and that in the event of such disclosure or threatened disclosure, Robert Half Technology, Client and/or its customers shall be entitled to obtain a temporary and/or permanent injunctive relief to enforce a provision of this Agreement, without the necessity of proof of actual damage or loss or the posting of a bond.

e. The provisions of this Section 2 shall be binding upon Consultant and Consultant's heirs, executors, administrators, successors and assigns, and that Section 2 shall survive the termination of this Agreement for any reason.

3. LIMITATION ON EMPLOYMENT WITH CLIENTS

Except as provided by this Agreement, or as may be consented to by Robert Half Technology in writing, Consultant agrees, as a condition of the assignment of Consultant to Client, that Consultant will not solicit or accept an offer of employment with, directly or indirectly, on a full-time, part-time or temporary basis, or otherwise provide information technology services to Client or its affiliates until expiration of twelve months after termination of Consultant's assignment with Client. Consultant shall immediately notify Robert Half Technology if Client or any its affiliates solicits Consultant with an offer of employment.

4. MISCELLANEOUS

a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to the subject matter hereof. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

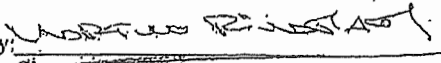
b. Consultant may not without the express written permission of Robert Half Technology assign, subcontract work or pledge any rights or obligations hereunder. No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by Robert Half Technology of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

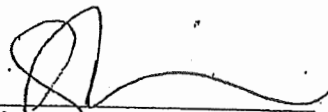
Consultant

Robert Half Nevada Staff, Inc., through its division
Robert Half Technology

By: 
Signature

Martino Rivapiata
Printed Name

SR. SAP HANA MODELER
Title

By: 
Signature

Amy Phetkanya
Printed Name

Regional Manager
Title